



**MAHARASHTRA NATURAL  
GAS LIMITED**

**TENDER FOR ANNUAL RATE CONTRACT FOR  
PROCUREMENT OF 125 KVA CAPACITY NATURAL  
GAS GENSETS FOR PROPOSED COCO CNG  
STATIONS AT SINDHUDURG GA OF MNGL.**

**BID NO.: MNGL/CP/2025-26/58**



**MAHARASHTRA NATURAL GAS LTD., PUNE**


**CITY GAS DISTRIBUTION PROJECT FOR MNGL**

**BID DOCUMENT FOR**

**Tender for Annual Rate Contract for procurement of  
125 KVA Capacity Natural Gas Gensets for proposed  
COCO CNG Stations at Sindhudurg GA of MNGL.**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING**

**Bid Doc. No.: MNGL/CP/2024-25/58 dated 07.08.2025**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**VOLUME I OF II**


**SECTION - I**

**INVITATION FOR BIDS (IFB)**

M/s. Maharashtra Natural Gas Ltd., Pune invites online bids (Technical & Financial) **UNDER TWO BID SYSTEM** from eligible bidders for the item(s) in complete accordance with the Bid Documents.

**1.0 TENDER INFORMATION**

Tender Document Number	MNGL/CP/2024-25/58 dated 07.08.2025
ITEM(S)	Tender for Annual Rate Contract for procurement of 125 KVA Capacity Natural Gas Gensets for proposed COCO CNG Stations at Sindhudurg GA of MNGL.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Section V of Vol. II of II
EARNEST MONEY/ BID SECURITY	Rs. 2,00,000/- in the form of Demand Draft / BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune OR Online through e-portal.  Account Details for SWIFT / SFMS Statement: Name of the Beneficiary: M/s. Maharashtra Natural Gas Ltd. Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune- Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966
BID SECURITY VALIDITY	6 (Six) months from the bid due date
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4 (Four) months from the bid due date
Bid Submission at	<a href="https://etenders.gov.in">https://etenders.gov.in</a>
Pre-bid meeting date and time	11.08.2025 @ 11:00 Hrs. IST though VC: <a href="https://meet.google.com/rby-seqa-nzb">https://meet.google.com/rby-seqa-nzb</a>
Bid submission due date and time	21.08.2025 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	22.08.2025 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	General Manager, C&P Department, M/s. Maharashtra Natural Gas Ltd., Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1153 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:akshay.girme@mngl.in">akshay.girme@mngl.in</a>
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

  <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

Please note that in accordance with the general conditions of tender, MNGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

## 2.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Two Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website [www.mngl.in](http://www.mngl.in).

Note: To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder must register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder must obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.

Note: MNGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & nonregistration.

**(The bids must be submitted online in electronic form on <https://etenders.gov.in/eprocure/app> only. No physical bids will be accepted.)**


## 3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website [www.mngl.in](http://www.mngl.in) for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and MNGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

## 4.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2<sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website after the pre-bid meeting.

Bidders may also note that the registration process for new bidders on e-tender portal shall take a minimum of 24 hrs. Hence, bidders are advised to kindly complete their registration on e-tender portal well in advance of the pre-bid meeting.

In case of pre-bid meeting through video conferencing, Link shall be sent to all the interested bidders by the purchaser.

Instructions to bidders for Pre-bid meeting through video conferencing: All bidders intending to attend pre-bid meeting must send their interest through email (at least 2 hours prior to the scheduled time of pre-bid meeting) to the purchaser. E-mail received from bidders within specified timeline shall be invited through email to attend the meeting.

Advisories for the bidders attending the pre-bid meeting:

(1) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting will be invited to join as guests through the link shared in mail.

(2) All bidders/participants mandatorily must pin MNGL screen on their computer screens during the pre-bid meeting.

(3) Bidders shall be allowed to discuss their queries in sequence of their responses received.

(4) Time slot shall be allotted to each bidder to ask his queries.


(5) Recording of the pre-bid meeting by the bidders is strictly prohibited. After pre-bid meeting, corrigendum shall be issued by the purchaser regarding clarifications or queries raised during meeting.

5.0 OTHERS:

5.1 Bid Document is non-transferable.

5.2 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.


5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.

Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
- 5.8 **ZERO DEVIATION TENDER**  
Bidder shall note that if any deviations are taken to the under-mentioned provisions of Bid Documents by the Bidder, the bid is liable to be rejected:
  - i) Do not meet BEC Criteria
  - ii) Bid Security
  - iii) Performance Security (Contract Performance Bank Guarantee), 10% of Contract / Delivery Order Value
  - iv) Delivery Period
  - v) Terms of Payment
  - vi) Force Majeure
  - vii) Resolution of Dispute/Arbitration
  - viii) Termination of Contract,
  - ix) Warranty and Guarantee
  - x) Offer not submitted for the complete scope of work
  - xi) Firm prices
  - xii) Prices not quoted as per Schedule of Rates format.
  - xiii) Bidders have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
  - xiv) Bidder is under liquidation.
  - xv) Bids not conforming to technical specifications/requirements.
  - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
  - xvii) Price Reduction Schedule.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

However, MNGL reserves the right to request the bidder to withdraw the deviations against the above-mentioned provisions of the Bid Documents.


**THIS IS NOT AN ORDER**

Yours faithfully,  
For, Maharashtra Natural Gas Ltd., Pune

Ganesh Said  
General Manager (C&P)

Encl. 1. Vol. I of II & II of II of Bid Document.

**Note: Please confirm your intention to quote or not within 5 (Five) days. In case not intending to quote then please give your valuable feedback to us.**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**ANNEXURE-I to IFB**

**BIDDERS' ELIGIBILITY CRITERIA (BEC)**

**0.0 INTRODUCTION:**

M/s. Maharashtra Natural Gas Limited (MNGL) is a joint venture company of M/s GAIL (India) Limited and M/s Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to supply natural gas to domestic, commercial, and industrial sectors including setting up of CNG filling stations to cater to the automobile sector for vehicle in Pune, Nashik, Sindhudurg & Nanded in Maharashtra, Ramanagara in Karnataka & Nizamabad in Telangana.

**1.0 GENERAL INFORMATION:**

This tender deals with Annual Rate Contract for procurement of 125 KVA Capacity Natural Gas Gensets for proposed COCO CNG Stations at Sindhudurg GA of MNGL.

**2.0 SCOPE AND QUANTITY OF SUPPLY:**

The supply of 125 KVA Capacity Natural Gas Gensets is described as under:

Sr. No.	Geographical Area	Unit	Quantity
1	Sindhudurg	No.	03

**3.0 BIDDER'S ELIGIBILITY CRITERIA (BEC):**

The following are the BEC parameters:

**A. TECHNICAL:**

A.1 The bidder must be:


a) A manufacturer of Natural Gas Gensets.

**OR**

b) A supplier/distributor duly authorized by the Natural Gas Genset manufacturer to submit bids on their behalf.

In either case, the following declarations must be submitted:

- From the manufacturer and the authorized distributor: A declaration on their respective letterheads confirming that an adequate inventory of spare parts will be maintained, and that service support will be provided throughout the contract period.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- From both the Gas Engine OEM and the Alternator OEM: Letters confirming their support and commitment to ensure the continuous availability of spare parts and service for the offered Genset throughout the contract period.
- A.2 The bidder shall possess valid Type Approval Certificates for the offered 125 KVA Natural Gas Genset, issued by an approved agency, including:
- a) Type Approval Certificate for Noise Limits applicable to Natural Gas Gensets, in accordance with Notification No. GSR 281(E) dated 7th March 2016, along with a valid Certificate of Conformity of Production for compliance to Noise Norm.
  - b) Type Approval Certificate for Emission Limits applicable to the offered Engine model, in accordance with Notification No. GSR 804(E) dated 3rd November 2022.
- A.3 The bidder must have supplied at least one (01) unit of a 125 KVA capacity Natural Gas Genset (CPCB II or IV compliant) in India on a supply basis within the last five (5) years, reckoned from the bid due date.


The same supplied 125 KVA Natural Gas Genset must have been in successful operation for a minimum period of one (01) year as of the bid due date.

To establish compliance with the above technical qualification criteria, the bidder shall submit relevant documentary evidence, including but not limited to the following (as applicable):

- Authorization letter from the Original Equipment Manufacturer (OEM), if the bidder is not the manufacturer.
- OEM declaration confirming the bidder as the manufacturer, if applicable.
- Inventory details of spare parts and documentary proof of available service support infrastructure.
- Valid Type Approval Certificates for Noise, Emission Limits and Certificate of Conformity of Production for compliance to Noise Norm.
- Copies of Purchase Orders (POs) along with corresponding tax invoices for the supplied Genset(s).
- Approved technical data sheet of the offered Genset.
- Inspection certificate or release note issued by the client/consultant.
- Performance certificate from the end-user confirming successful operation of the Genset.
- Any other relevant supporting documents demonstrating compliance with the qualification criteria.

In the absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.




 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

#### **4.0 Evaluation and award of contract:**

Evaluation shall be done on an overall least cost basis to the Purchaser and the order shall be placed accordingly.

In case of a tie for the L-1 bidder, the order shall be placed on the bidder having the highest turnover during the preceding 3 Financial Years i.e. 2022-23, 2023-24 & 2024-25.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## SECTION – II

### INSTRUCTIONS TO BIDDERS

#### INSTRUCTION FOR ONLINE BID SUBMISSION


The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e., <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

#### REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS:**


- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should consider corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

#### **SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

submission time. Otherwise, the uploaded bid will be rejected.


- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 17.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--


- (xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

#### **ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in)

#### **A. GENERAL**


1. Scope of Bid:
  - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special Condition of Contract.
  - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
  - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidder
  - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
  - 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
  - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.4 The bid should be from actual manufacturers.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The bidder is not put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
3. One Bid per Bidder
  - 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.
  - 3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.
  - 3.3 Alternative bids are not acceptable.
4. Bidder Eligibility
  - 4.1 Experience Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document).
  - 4.2 Financial Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document) (If applicable).
5. Cost of Bidding
  - 5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (MNGL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENT**

6. Content of Bidding
  - 6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause
    - a) Volume I of II - IFB, ITB, GCC, ATC
    - b) Volume II of II – SCC, MR & TS, SOR, etc.
  - 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**7. Clarification of Bidding Documents**

7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on CPPP's e-procurement website <https://etenders.gov.in> and MNGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

**8. Amendment of Bidding Documents**

8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.

8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website [www.mngl.in](http://www.mngl.in) and CPPP's e-tendering website before bidding due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid must take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.

8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue


8.4 Bidders are advised to visit [www.mngl.in](http://www.mngl.in) and CPPP's e-tendering website from time to time to get updated information / documents.

**C. PREPARATION OF BIDS**

**9. Language of Bid**

9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10 Documents Comprising the Bids

10.1 The bid prepared by the bidder shall comprise the following components that are required to be provided on the e-tendering portal:

10.1.1 UN-PRICE BID

- a) Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.
- b) Documentary evidence establishing that Bidder is eligible to bid and meets the qualification criteria in accordance with ITB Clause 14.
- c) Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15
- d) Copy of Bid Security in accordance with ITB Clauses.
- e) Power of Attorney of the signatory to the Bidding Document.
- f) Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.
- g) Various forms & formats, including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted.
- h) List of 2(two) years spares with blank price, if applicable, in line with Unpriced part.
- i) List of commissioning spares, if applicable, in line with technical part
- j) Any other information/details required as per bidding document, including addendum/ corrigendum to this bidding document, if issued.

10.1.2 PRICED BID

Price bid having Price Schedule/SOR filled up in accordance with tender documents.

10.1.3 Original Bid Security (Part-III) – For Applicability refer ITB clause no. 17.0.

11. Bid Form & Price Schedule

11.1 The bidders shall complete the Bid Form and appropriate, Price schedule furnished in the Vol II of II of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.


12.0 BID PRICES

12.1 The Bidder shall e-quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes to supply under the contract.


12.2 Indian Bidders shall indicate the following separately (as per Price Schedule)

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- B) Goods & Service Tax which will be payable on the finished goods, if this contract is awarded.
  - C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.
  - D) The statutory variation in Goods & Service Tax (GST) on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except GST) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.
  - E) The total amount which can be claimed / set off by MNGL for CENVAT (for Goods & Service tax) separately.
- 12.3 Inland transportation, other local costs incidental to delivery of the goods to its destination (FOT-site) shall be quoted by the Bidder.
- 12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms.
- 12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13 Bid Currencies
- 13.1 Bidders shall submit their bids in Indian Rupees only.
- 14 Documents Establishing Bidder's Eligibility and Qualification
- 14.1 Bid Evaluation Criteria
- 14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

**14.2 Bidders Eligibility Criteria**

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country).
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract.
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.


**15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.


15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data and shall furnish:

- a) detailed description of the essential technical and performance characteristics of the goods.
- b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.


15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 16 Period of Validity of Bids
- 16.1 The bid shall remain valid for acceptance for four (4) months from the final bid due date.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.
- 17 Bid Security
- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque/NEFT/RTGS in favor of M/s. Maharashtra Natural Gas Limited, payable as per IFB (issued by Indian Nationalized /Scheduled bank or first class International bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document.
- MNGL shall not be liable to pay any bank - charges, commission or interest on the amount of bid security.
- In case, bid security is in the form of Bank Guarantee or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank.
- The Bid Security shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16.0 of ITB.
- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after award of contract and signing of agreement.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
  - b) in the case of a successful bidder, if the bidder fails:
    - i) to accept the Purchase Order in accordance with ITB Clause-41 or
    - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
    - iii) to accept correction of errors pursuant to ITB Clause 32.0
  - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Bank Guarantee or letter of Credit shall be in the form provided in the Bidding Document.
- 17.9 The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
18. Pre-Bid meeting – As per IFB
- 18.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 7.1 that may become necessary because of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.
- 18.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- 19 Format and Signing of Bid
- 19.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

20 Zero Deviation

20.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc., to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.

20.2 If any deviations are taken to the under-mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:


- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Contract / Delivery Order Value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidders have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
- xiv) Bidders are under liquidation.
- xv) Bids not conforming to technical specifications/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

**However, MNGL reserves the right to request the bidder to withdraw the deviations against above mentioned provisions of Bid Documents.**

21 Mode of Payment

21.1 Maharashtra Natural Gas Limited will issue A/C payee cheque for payment payable at par, in case work is awarded to bidder.

22 Agent/ consultant/ Representative/ Retainer/ Associate [Applicable for ICB tenders only].

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 22.1 MNGL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/Retainer/ Associate in India and pay commission for their services against a particular tender, it should be bare minimum, and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant /Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Consultant/ Representative Retainer/ Associate in India.
- 22.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative/Retainer / Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant Representative/Retainer/ Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to MNGL. Such remuneration/commission will be paid by MNGL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration commission either in India or abroad is being paid to anyone (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of MNGL.
- The following particulars will also be furnished by the bidder:
- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant Representative / Retainer/ Associate in India.
  - (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative Retainer/Associate in India have in the business of each other.
  - (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
  - (iv) All services to be rendered by the Agent Consultant Representative / Retainer/Associate.
- 22.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate Agent Consultant Representative Retainer/ Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant / Representative/ Retainer/ Associate has a power of attorney/ letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

services, provided further that such a power of attorney/letter of authority is submitted to MNGL in advance for scrutiny and acceptance or otherwise.

#### **D. SUBMISSION OF BIDS**

##### **23.0 PREPARATION OF BIDS**

- 23.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the documents mentioned in Clause No. 10 of ITB.

Note: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

- 23.2 The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

##### **24.0 DEADLINE FOR SUBMISSION OF BID**

- 24.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

- 24.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.


##### **25.0 LATE BIDS**

Any Bid Security / EMD received by the Purchaser after the deadline for submission of bid may render the bid to be declared "Late" and such bid is liable for rejection; such EMD may be returned unopened to the bidder at the sole discretion of the Purchaser.

##### **26.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 26.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

- 26.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

- 26.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. MNGL shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.

#### **E. OPENING AND EVALUATION OF BIDS**

##### **27. Bid Opening**

- 27.1 The Purchaser will open all bids on the e-tendering portal in the presence of bidder(s) representatives who choose to attend, at the time, on the date and place (as specified in IFB). The bidder(s) representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so, required by the Purchaser.

- 27.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.

- 27.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

- 27.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

##### **28 Process to be Confidential**

- 28.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.

##### **29 Contacting the Purchaser**


- 29.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.

- 29.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.


##### **30 Preliminary Examination of Bids**

- 30.1 Technical-Commercial Bid Evaluation




 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 30.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 30.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.
- 30.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).
- 30.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 30.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
  - (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 30.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.
- 31.0 OPENING OF PRICE BID**
- 31.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 31.2 The bid prices stated in the price schedules will be announced during price bid opening.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 32 Arithmetic Corrections
- 32.1 The bids will be checked for any arithmetical errors as follows:
- 32.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.
- 32.1.2 If the bidder does not accept the correction of errors, his bid will be rejected, and the bid security will be forfeited.
- 33 Conversion to Single Currency *[Applicable in ICB tenders only]*
- 33.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.
- 34 Evaluation and Comparison of Bids
- 34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.
- 34.2 Bid Evaluation and Comparison Criteria:  
The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:
- (A) Domestic Bidders:  
The evaluated price of domestic bidders shall include the following:
- i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately
  - ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract
  - iii) Goods & Service Tax on the finished goods.
- 34.3 OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following in account:
- i) Total value on FOT site basis including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para-A above.
  - ii) Cost of mandatory spares, if any.
  - iii) The total site price quoted shall be compared.
- 34.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.
- 35 Domestic Preference
- 35.1 **VOID**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

## **F. AWARD OF CONTRACT**

### **36 Post Qualification**

36.1 In the absence of pre-qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

36.2 The determination will consider the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

36.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

### **37 Award Criteria**

37.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **38 PURCHASER's Right to Vary Quantities at Time of Award**

38.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 20% the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

### **39 PURCHASER's Right to Accept Any Bid and to Reject Any or All Bids**


39.1 PURCHASER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.

### **40 Notification of Award/ Fax of Intent / Purchase Order**

40.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.

40.2 Delivery shall be counted from the date of Delivery Order.

40.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- 41 Acceptance of Purchase Order  
41.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 07 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

- 42 Performance Guarantee  
42.1 Unless mentioned in notification of award /Fax of Intent / Purchase Order within 15 days of the receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.

- 42.2 The performance guarantee shall be for an amount equal to 10% of Contract / Delivery Order Value towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract.

Account details for SWIFT Statement of PBG:

Name of the Beneficiary: M/s. Maharashtra Natural Gas Limited

Name of the Bank & Address: State Bank of India

Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411003

A/c No.: 35310073625

IFSC Code: SBIN0008966


- 42.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

- 43 Income Tax Liability  
43.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.

44. Corrupt or Fraudulent Practices:


- 44.1 MNGL requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:  
i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and  
ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**SECTION – IIIA**  
**GENERAL CONDITIONS OF CONTRACT – GOODS (GCC - GOODS)**  
**FOR SUPPLY**

**1 Definitions**

In this document, General Conditions of Contract (GCC-Supply), the following terms shall have the following respective meanings:

- 1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid
- 1.3 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
- 1.10 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.13 COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- 1.14 "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.
- 1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day
- 1.16 DELIVERY terms shall be interpreted as per INCOTERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.
- 1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.
- 1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.19 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.
- 1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER / CONSULTANT through CONSULTANT to inspect equipment,



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

- 1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.
- 1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER
- 1.25 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.26 PURCHASER/EMPLOYER/OWNER/COMPANY/MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra) PURCHASER includes successors, assigns of MNGL.
- 1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.28 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.29 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.


Quantities – Bills of quantities  
Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 1.30 SELLER/SUPPLIER/CONTRACTOR shall mean the person, firm or company with whom PURCHASE ORDER/AWARD OF WORK/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.31 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.32 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.33 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.34 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.35 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.36 START-UP shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order

- 1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.42 "WEEK" means a period of any consecutive seven days.
- 1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

## **2 Seller to Inform**

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

## **3 Application**


- 3.1 These General Conditions of Contract (GCC-Supply) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **4 Country of Origin**

- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **5 Scope of Contract**

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish three (3) copies in English language of technical documents, final drawings, preservation instructions, operation and

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.


- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

## **6 Standards**

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

## **7 Instructions, Direction & Correspondence**

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
  - a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
  - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

## **8 Contract Obligations**

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

## **9 Modification in Contract**


- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

## **10 Use of Contract Documents & Information**

- 10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

## **11 Patent Rights, Liability & Compliance of Regulations**

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.


- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

## **12 Performance Guarantee**

- 12.1 Within 15 days after the SELLER's receipt of Delivery Order, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee / irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of Contract / Delivery Order Value against each Delivery Order.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

## **13 Inspection, Testing & Expediting**

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


destination, when conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 **Inspection & Rejection of Materials by consignees**  
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.
- 14 Time Schedule & Progress Reporting**
- 14.1 Time Schedule Network/Bar Chart
- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.
- 14.2 Progress Trend Chart/Monthly Report
- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.

14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3.2 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

## **15 Delivery & Documents**


15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

- a) In the case of FOB Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. However, for CFR & CIF Contracts delivery date will be receipt of goods at Indian Port.
- b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
- c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

#### **16 Transit Risk Insurance**

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser against the advance information by the contractor with all the details.

Indigenous Bidders : Transit risk insurance till FOT Site shall be arranged and borne by Bidder.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne By Bidder.


The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

- 16.2 PURCHASER's Insurance Agent:  
[The name and address-as mentioned under SCC]

#### **17 Transportation**

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

#### **18 Incidental Services**

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.


#### **19 Spare Parts, Maintenance Tools, Lubricants**

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when requested.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:

19.2.1 The construction, execution and commissioning.

19.2.2 2 years' operation and maintenance.

19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trademark), quality and grade.


19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

## **20 Guarantee**

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.


In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

## 20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

## **21 Terms of Payment**

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

### **General Notes:**

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of Contract / Delivery Order Value.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 45 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## **22 Prices**

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

## **23 Subletting & Assignment**

- 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

## **24 Time as Essence of Contract**

- 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

## **25 Delays in The Seller's Performance**

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

- 25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:  
forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

## **26 Price Reduction Schedule for Delayed Delivery**

- 26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

- 26.1.1 Deductions shall apply as per following formula:



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½% (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 10% (ten percent) of the total contract price.

- 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

**27 Rejections, Removal of Rejected Equipment & Replacement**

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

## **28 Termination of Contract**

### **28.1 Termination for Default**

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by MAHARSHRATRA NATURAL GAS LIMITED against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by MAHARSHRATRA NATURAL GAS LIMITED to such VENDOR.

### **28.2 Termination for Insolvency**


The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

### **28.3 Termination for Convenience**

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

## **29 Force Majeure**

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.


SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

## **30 Resolution of Disputes/Arbitration**

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

#### 30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (MNGL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. All matters relating to this contract are subject to the exclusive jurisdiction of the courts situated at Pune. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at Pune, Maharashtra, India.

#### 31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

#### 32 Notices


32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 33 Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Goods & Service Tax on finished products shall be reimbursed by PURCHASER.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

### **34 Books & Records**

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

### **35 Permits & Certificates**

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.


### **36 General**

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due  
All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

**36.5 Cut-off Dates**

No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

**36.6 Paragraph heading**

The paragraph heading in these conditions shall not affect the construction thereof.

**37 Import License**

**37.1** No import license is required for the imports covered under this document.

**38 FALL CLAUSE**

**38.1** The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.


**38.2** If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Dept. of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) sale of goods such as drugs which have expiry dates.

**38.3** The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the MNGL under the order herein and such items/ goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the MNGL under the order.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---


Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

**39 Publicity & Advertising**

39.1 Seller shall not without the written permission of PURCHASER make a reference to PURCHASER or any Company affiliated with PURCHASER or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

**40 Limitation of Liability**

40.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

## SECTION-III B

### GENERAL CONDITIONS OF CONTRACT – WORKS (GCC-WORKS)

**FOR ERECTION, TESTING, COMMISSIONING, AMC etc.**

#### TABLE OF CONTENTS

#### GENERAL CONDITIONS OF CONTRACT

##### **SECTION-I (DEFINITIONS)**

- 1.0 Definition of Terms


##### **SECTION-II (GENERAL INFORMATION)**

- 2.0 General Information  
2.1 (a) Location of Site  
(b) Access by Road  
2.2 Scope of Work  
2.3 Water Supply  
2.4 Power Supply  
2.5 Land for Contractor's field office, Godown and Workshop  
2.6 Land for Residential Accommodation

##### **SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)**

- 3.0 Submission of Tender  
4.0 Documents  
4.1 General  
4.2 All pages to be initialed  
4.3 Rates to be in figures and words  
4.4 Corrections and Erasures  
4.5 Signature of Tenderer  
4.6 Witness  
4.7 Details of Experience  
4.8 Liability of Government of India  
5.0 Transfer of Tender Documents  
6.0 Earnest Money  
7.0 Validity  
8.0 Addenda/Corrigenda  
9.0 Right of Employer to Accept or Reject Tender  
10.0 Time Schedule  
11.0 Tenderer's Responsibility  
12.0 Retired Government or Company Officers  
13.0 Signing of the Contract  
14.0 Field Management & Controlling/Coordinating Authority  
15.0 Note to Schedule of Rates  
16.0 16.1 Policy for Tenders under consideration  
16.2 Zero Deviation  
17.0 Award of Contract  
18.0 Clarification of Tender Document  
19.0 Local Conditions




 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

20.0 Abnormal Rates

**SECTION-IV (GENERAL OBLIGATIONS)**


- 21.1 Priority of Contract Documents
- 21.2 Headings & Marginal Notes
- 21.3 Singular and Plural
- 21.4 Interpretation
- 22.0 Special Conditions of Contract
- 23.0 Contractor to obtain his own information
- 24.0 Contract Performance Security
- 25.0 Time of Performance
- 25.1 Time for Mobilization
- 25.2 Time Schedule of Construction
- 26.0 Force Majeure
- 26.1 Conditions for Force Majeure
- 26.2 Outbreak of War
- 27.0 Price Reduction Schedule
- 28.0 Rights of Employer to forfeit Contract Performance Security
- 29.0 Failure by the Contractor to comply with the provisions of the contract
- 30.0 Contractor remains liable to pay compensation if action not taken under Clause 29.0
- 31.0 Change in Constitution
- 32.0 -A Termination of Contract for Death
- 32.0-B Termination of Contract for Liquidation, Bankruptcy etc.
- 32.0-C Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
- 33.0 Members of the Employer not individually liable
- 34.0 Employer not bound by personal representations
- 35.0 Contractor's office at site
- 36.0 Contractor's subordinate staff and their conduct
- 37.0 Subletting of Works
  - i) Sub contracts for Temporary works etc.
  - ii) List of sub-contractors to be supplied
  - iii) Contractor's liability not limited by Sub-Contractors
  - iv) Employer may terminate sub contracts
  - v) No remedy for action taken under this clause
- 38.0 Power of Entry
- 39.0 Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
- 40.0 Other Agencies at site
- 41.0 Notices
  - 41.1 To the Contractor
  - 41.2 To the Employer
- 42.0 Rights of various Interests
- 43.0 Patents and Royalties
- 44.0 Liens
- 45.0 Delays by Employer or his authorized agents
- 46.0 Payments if Contract is terminated

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 47.0 No waiver of Rights
- 48.0 Certificate not to affect Right of Employer and Liability of Contractor
- 49.0 Languages & Measures
- 50.0 Transfer of Title
- 51.0 Release of Information
- 52.0 Brand Names
- 53.0 Completion of Contract
- 54.0 Spares

#### **SECTION-V (PERFORMANCE OF WORK)**

- 55.0 Execution of Work
- 56.0 Co-ordination and Inspection of work
- 57.0 Work in Monsoon & Dewatering
- 58.0 Work on Sundays & Holidays
- 59.0 General Conditions for construction & Erection Work
- 60.0 Alterations in specification, Design & Extra Work
- 61.0 Drawings to be supplied by the Employer
- 62.0 Drawings to be supplied by the Contractor
- 63.0 Setting out works
- 64.0 Responsibility for Levels and Alignment
- 65.0 Materials to be supplied by contractor
- 66.0 Stores supplied by Employer
- 67.0 Conditions for issue of material
- 68.0 Materials Procured with assistance of Employer/Return of surplus
- 69.0 Materials obtained from dismantling
- 70.0 Articles of Value found
- 71.0 Discrepancies between instructions
- 72.0 Action where no specification is issued
- 73.0 Inspection of Works
- 74.0 Tests for Quality of Works
- 75.0 Samples for approval
- 76.0 Action and Compensation in case of bad work
- 77.0 Suspension of Work
- 78.0 Employer may do part of work
- 79.0 Possession prior to completion
- 80.0 Twelve months' period of liability from the date of issue of completion certificate
- 80.3 Limitation of Liability
- 81.0 Care of Works
- 81.1 Defects prior to taking over
- 81.2 Defects after taking over
- 82.0 Guarantee/Transfer of Guarantee
- 83.0 Training of Employer's personnel
- 84.0 Replacement of Defective parts & materials
- 85.0 Indemnity
- 86.0 Construction Aids, Equipments, Tools & Tackles

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

## **SECTION-VI (CERTIFICATES AND PAYMENTS)**


87.0	Schedule of Rates and Payments
	i) Contractor's Remuneration
	ii) Schedule of Rates to be inclusive
	iii) Schedule of Rates to cover construction equipment, materials, labour etc.
	iv) Schedule of Rates to cover Royalties, Rents and claims.
	v) Schedule of Rates to cover taxes & duties
	vi) Schedule of Rates to cover risks of delay
	vii) Schedule of Rates cannot be altered
88.0	Procedure for Measurement and billing of works in progress
88.1	Billing Procedure
88.2	Secured Advance on materials
88.3	Dispute in mode of measurement
88.4	Rounding of Amounts
89.0	Lump sum in Tender
90.0	Running Account Payments to be regarded as advances
91.0	Notices of Claims for Additional Payments
92.0	Payment of Contractor's bills
93.0	Receipt for Payment
94.0	Completion Certificate
94.1	Application for Completion Certificate
94.2	Completion Certificate
94.3	Completion Certificate Documents
95.0	Final Decision & Final Certificate
96.0	Certificate and Payments No evidence of completion
97.0	Deduction from Contract Price

## **SECTION-VII (TAXES AND INSURANCE)**

98.0	Taxes, Duties, Octroi etc.
99.0	Sales Tax/Turnover Tax
100.0	Statutory Variations
101.0	Insurance
101.1	General
	i) Employees State Insurance Act
	ii) Workmen Compensation and Employee's Liability Insurance
	iii) Accident or injury to workmen
	iv) Transit Insurance
	v) Automobile
	vi) General Liability
	vii) Any other Insurance required under law or regulations by Employer
102.0	Damage to Property or to any Person or any Third Party

## **SECTION-VIII (LABOUR LAWS)**

103.0	Labour laws
104.0	Implementation of Apprentices Act 1961
105.0	Contractor to indemnify the Employer

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

106.0 Health and Sanitary Arrangement for worker

**SECTION-IX (APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)**

107.0 Arbitration

108.0 Jurisdiction

**SECTION-X (SAFETY CODES)**

109.0 General

110.0 Safety Regulations

111.0 First Aid and Industrial Injuries

112.0 General Rules

113.0 Contractor's barricades

114.0 Scaffolding

115.0 Excavation and Trenching

116.0 Demolition/General Safety

117.0 Care in Handling Inflammable Gas

118.0 Temporary Combustible Structures

119.0 Precautions against Fire

120.0 Explosives

121.0 Mines Act


122.0 Preservation of Places

123.0 Outbreak of Infectious diseases

124.0 Use of intoxicants

**ANNEXURES TO GCC**

1. Proforma for Indemnity Bond for Advance against material
2. Proforma of Agreement


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## General Conditions of Contract


### Section- I. Definitions

#### 1. Definition of Terms:

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The PURCHASER/OWNER/EMPLOYER/COMPANY/MNGL means MAHARASHTRA NATURAL GAS LIMITED, incorporated under the Company's act 1956 and having its Registered office at Pune and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The "ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 1.1.9 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.10 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the MNGL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.11 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.12 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.13 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.14 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.15 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/ EMPLOYER after the period of liability is over.
- 1.1.16 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.17 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.18 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 1.1.19 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.20 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.21 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.22 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.23 "LETTER OF INTENT/FAX OF INTENT/PURCHASE ORDER" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.24 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.25 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.26 "WEEK" means a period of any consecutive seven days.
- 1.1.27 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.28 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.29 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.30 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.

1.1.31 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery (ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

- "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

## **Section-II General Information**

### **2. General Information**


2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labor etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labor camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost.


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

Alternatively, the Employer at his discretion may endeavor to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.


However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

**2.4 Power Supply:**

- 2.4.1** Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.
- 2.4.2** It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3** At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4** The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising there from.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer along with his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorized buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorized representative.


No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

- 2.6 Land for Residential Accommodation: -: No Land shall be made available for residential accommodation for staff and labor of CONTRACTOR.

### **Section-III. General Instructions to Tenderers**

#### **3. Submission of Tender:**


- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. The tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for \_\_\_\_\_ Project of Maharashtra Natural Gas Limited due for opening on \_\_\_\_\_]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left-hand corner of the sealed cover.

#### **4. Documents:**

- 4.1 General:  
The tenders as submitted will consist of the following:
  - i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
  - ii) Earnest money in the manner specified in Clause 6 hereof.
  - iii) Power of Attorney or a true copy thereof duly attested by a Gazette Officer in case an authorized representative has signed the tender, as required by Clause 14 hereof.
  - iv) Information regarding tenderers in the proforma enclosed.
  - v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
  - vi) Organization chart giving details of field management at site, the tenderer proposes to have for this job.
  - vii) Details of construction plant and equipment available with the tenderer for using in this work.
  - viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
  - ix) Latest Balance Sheet and Profit & Loss Account duly audited.
  - x) Details of present commitment as per proforma enclosed to tender.
  - xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information the tenderer wish to furnish.
  - xii) Provident fund registration certificate
  - xiii) List showing all enclosures to tender.
- 4.2 All pages are to be Initialed: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
- 4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.
- 4.5 Signature of Tenderer:
  - 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.
  - 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.
- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.
- 4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Maharashtra Natural Gas Limited, and that M/s Maharashtra Natural Gas Limited, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s Maharashtra Natural Gas Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Maharashtra Natural Gas Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**5. Transfer of Tender Documents:**

- 5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

**6. Earnest Money:**


- 6.1 The bidder must pay Earnest Money as given in the letter / notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The bid guarantee shall be submitted in the prescribed format.

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender. (TWO MONTHS beyond the bid due date).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER, directly to the tenderer (s), after award of work or the tender is cancelled.

Note: The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

## **7 Validity:**

- 7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him along with tender.

## **8 Addenda/Corrigenda**


- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addendum/ corrigendum issued will be issued in duplicate to each person or organization to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

## **9 Right of Employer to Accept or Reject Tender:**

- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidder, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

## **10 Time Schedule**

- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.
- 10.2 A joint program of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This program will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction program will be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction program as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets / programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets / programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

## **11 Tenderer's Responsibility**

- 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.


## **12 Retired Government or Company Officers VOID**

## **13 Signing of the Contract:**

- 13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

## **14 Field Management & Controlling/Coordinating Authority:**

- 14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


- 14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

**15 Note to Schedule of Rates:**

- 15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.
- 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.
- 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.
- 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

**16 Policy for Tenders under Consideration:**

- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by MNGL to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

**17 Award of Contract:**

- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.

**18 Clarification of Tender Document:**


- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to MNGL in triplicate. MNGL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.
- 18.2 Verbal clarification and information given by MNGL or its employee(s) or its representatives shall not in any way be binding on MNGL.

**19 Local Conditions:**

- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer is requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. MNGL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

**20 Abnormal Rates:**

- 20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

#### **Section-IV. General Obligations**

##### **21 Priority of Contract Documents**

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- 1) The Contract Agreement
- 2) The Letter of Acceptance
- 3) The Instructions to Bidders (ITB)
- 4) Special Conditions of Contract (SCC)
- 5) General Conditions of Contract (GCC)
- 6) Any other document forming part of the Contract

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.


21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

##### **22 Special Conditions of Contract:**

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 23 Contractor to obtain his own Information:**
- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

**24 Contract Performance Security:**

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of Contract / Delivery Order Value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER-IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

**25 Time of Performance:**


**25.1 Time for Mobilization**

The work covered by this CONTRACT shall be commenced within seven (7) days, the date of letter/Fax of Intent or as mentioned in Letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

**25.2 Time Schedule of Construction:**

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

## **26 Force Majeure :**

### **26.1 CONDITIONS FOR FORCE MAJEURES**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.


Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months, the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

### **26.2 OUTBREAK OF WAR**

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

**27 Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by  $\frac{1}{2}$  % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.


27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

**28 Rights of the employer to forfeit contract performance security:**

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

**29 Failure by the contractor to comply with the provisions of the contract:**

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.


b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

- 29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.
- 30 Contractor remains liable to pay compensation if action not taken under clause 29:**
- 30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.
- 31 Change in constitution:**
- 31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

### **32 Termination of contract**

#### **32(A) TERMINATION OF CONTRACT FOR DEATH:**


If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

#### **32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.**

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

#### **32 (C) In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**33 Members of the employer not individually liable:**

- 33.1 No Director, or official or employee of the EMPLOYER shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**34 Employer not bound by personal representations:**

- 34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

**35 Contractor's office at site:**

- 35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all-time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

**36 Contractor's subordinate staff and their conduct**

- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUBCONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

- 36.3 The CONTRACTOR shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.


The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

- 36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

**37 Sub-letting of works:**

- 37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

- i) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:**  
The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.
- ii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:**  
At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---


SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

- iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUBCONTRACTORS:**  
Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub- contractors in regard to work to be performed under the CONTRACT.
- iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**  
If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.
- v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**  
No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

### **38 Power of entry:**

**38.1** If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above-mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- by the ENGINEER-IN-CHARGE requiring such breach to be remedied,  
or
- vii) if the CONTRACTOR shall abandon the WORK or
  - viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

**then** in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

**39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air-conditioning contractors and other agencies:**

- 39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipment etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations, etc.

**40 Other agencies at site:**

40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

**41 Notice:**

41.1 TO THE CONTRACTOR:

Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.


41.2 TO THE EMPLOYER:

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. MAHARASHTRA NATURAL GAS LIMITED addressed to the HEAD/SITE-IN-CHARGE.

**42 Right of various interests:**

42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency (ies). The CONTRACTOR shall cooperate and afford other agency (ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

**43 Patents and royalties:**

- 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process and methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free license to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.
- 43.2 All charges on account of royalty, toil age, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.
- 43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

**44 Liens:**

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipment including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.


44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labor, materials, services have been paid in lieu thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labor and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

**45 Delays by employer or his authorized agents:**

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT,

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

**46 Payment if the contract is terminated:**

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

- a) Any and all completed works.
- b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.


**47 No waiver of rights:**

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

**48 Certificate not to affect right of employer and liability of contractor:**

48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

**49 Language and measures:**

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

**50 Transfer of title:**

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

**51 Release of information:**

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

**52 Brand names:**


52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipment provided it meets the specified standard design and performance requirements.

**53 Completion of contract:**

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

**54 Spares:**

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also, the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipment, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

### **SECTION-V Performance of Work**

#### **55 Execution of work:**

- 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labor etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

#### **56 Co-ordination and inspection of work:**


- 56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

#### **57 Work in monsoon and dewatering:**

- 57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labor force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

#### **58 Work on Sundays and holidays:**

- 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

advance and obtain permission in writing. The CONTRACTOR shall observe all labor laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

**59 General conditions for construction and erection work:**


- 59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.
- 59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
- 59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-INCHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labor strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

**60 Alterations in specifications, design and extra works:**

- 60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.


- 60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-INCHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:

**I. For Item Rate Contract**

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labor cost at schedule of labor rates plus 3% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labor involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 3% (Three Percent) to cover all contingencies, overhead, profits to arrive at the rates.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:


Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+\_)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above-mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

Sl. No. Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a) Beyond (+) 25% up to & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).
b) Beyond (-) 25% up to & inclusive of (-) 50%	For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

## II. For Lump Sum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labor cost at schedule of labor rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labor involved per unit of measurement will be final and binding on the CONTRACTOR.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**61 Drawings to be supplied by the employer**

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN-CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

**62 Drawings to be supplied by the contractor:**

- 62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for \_\_\_\_\_ (Name of Work)

Agreement No. \_\_\_\_\_


Signed: \_\_\_\_\_

(CONTRACTOR)

(ENGINEER-IN-CHARGE)

- 62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

**63 Setting out works:**

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level benchmark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labor, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.


63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

**64 Responsibility for level and alignment:**

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.




 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

**65 Materials to be supplied by contractor:**

- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.
- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

**66 Stores supplied by the employer:**


- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

**67 Conditions for issue of materials:**

- 67.1
- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
  - ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
  - iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
  - iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
  - v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
  - vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
  - vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-INCHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

**68 Material procured with assistance of employer/return of surplus:**

- 68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licenses or permits and/or criminal breach of trust, be liable to

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

**69 Materials obtained from dismantling:**

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

**70 Articles of value found:**

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

**71 Discrepancies between instructions:**


71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

**72 Action where no specification is issued:**

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

**73 Inspection of works:**

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days' notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

- 73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.

- 73.3 The CONTRACTOR shall make available to the ENGINEER-INCHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

**74 Tests for quality of work:**

- 74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labor and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

- 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non-availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

- 74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

**75 Samples for approval:**

- 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

**76 Action and compensation in case of bad work:**

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

**77 Suspension of works:**

77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

**78 Employer may do part of work:**

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labor force, tools, equipment and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

**79 Possession prior to completion:**

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN- CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

**80 (Defects liability period), twelve-month period of liability from the date of issue of the completion certificate:**


80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER- IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labor, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEERIN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement is carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warranties for the replaced equipment shall also be passed on to the EMPLOYER.

**80.3 LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

**81 Care of works:**


81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

**81.1 DEFECTS PRIOR TO TAKING OVER:**

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

**81.2 DEFECTS AFTER TAKING OVER:**

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

**82 Guarantee/transfer of guarantee:**


82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

**83 Training of employer's personnel:**

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

**84 Replacement of defective parts and materials:**

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipment provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.


- 84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

## **85 Indemnity**

- 85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

## **86 Construction aids, equipment, tools & tackles:**

- 86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

## **SECTION-VI Certificates and Payments**

### **87 Schedule of rates and payments:**

#### **87.1 i) CONTRACTOR'S REMUNERATION:**

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

#### **ii) SCHEDULE OF RATES TO BE INCLUSIVE:**

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.


Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:  
 Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labor, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.
- iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:  
 The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.
- v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:  
 No exemption or reduction of Customs Duties, Goods & Service Tax, quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.
- vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:  
 The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.
- vii) SCHEDULE OF RATES CANNOT BE ALTERED:  
 For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lump sum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates shall only be released on issuance of change order.

**88 Procedure for measurement and billing of work in progress:**

**88.1 BILLING PROCEDURE:**

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER for scrutiny and passing.

88.1.2 EMPLOYER shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.


88.1.4 MNGL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

**88.2 SECURED ADVANCE ON MATERIAL:**

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

**88.3 DISPUTE IN MODE OF MEASUREMENT:**

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

**88.4 ROUNDING OF AMOUNTS:**

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.

**89 Lump sum in tender:**


**89.1** The payment against any Lump sum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

**90 Running account payments to be regarded as advance:**

**90.1** All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the occurring of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK; otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties.

**91 Notice of claims for additional payments:**

**91.1** Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of these rights in respect thereof.


- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

**92 Payment of contractor's bill:**

- 92.1 No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.
- 92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

**93 Receipt for payment:**

- 93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

**94 Completion certificate:**

**94.1 APPLICATION FOR COMPLETION CERTIFICATE:**

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

**94.2 COMPLETION CERTIFICATE:**


Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**94.3 COMPLETION CERTIFICATE DOCUMENTS:**

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

**95 Final decision and final certificate:**


95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

**96 Certificate and payments on evidence of completion:**

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

**97 Deductions from the contract price:**

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## SECTION-VII Taxes and Insurance

### **98 Taxes, Duties, Octroi / LBT etc.:**

- 98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Goods & Service Tax, octroi / LBT etc. now or hereafter imposed, increased, modified, all the taxes, duties, octroi / LBT etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

Tenderer should quote all-inclusive prices including the liability of Goods & Service Tax / Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT. Since MNGL would be paying CENVAT, Goods & Service Tax, and claims reimbursement / set off for the same contractor shall furnish appropriate invoice to MNGL for such claims / set off by MNGL.

### **99 Goods & Service tax/turnover tax:**

- 99.1 Tenderer should quote all-inclusive prices including the liability of Goods & Service Tax / Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT. Since MNGL would be paying CENVAT, Goods & Service tax, and claims reimbursement / set off for the same contractor shall furnish appropriate invoice to MNGL for such claims / set off by MNGL.

### **100 Statutory variations**

- 100.1 Tenderer should quote prices inclusive of Goods & Service Tax applicable on finished product. Any statutory variations on all taxes & duties, Goods &



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

Service Tax, to be included on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNGL. However, any increase in the rate of these taxes and duties (Goods & Service Tax) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNGL.

## **101 Insurance:**


### **101.1 GENERAL**

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.


CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:


The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUBCONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

- ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:  
Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.
- iii) ACCIDENT OR INJURY TO WORKMEN:  
The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.
- iv) TRANSIT INSURANCE  
In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.
- v) COMPREHENSIVE AUTOMOBILE INSURANCE  
This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employer ship of such vehicles.
- vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE
- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
  - b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
  - c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs.2 lakhs per death, Rs.1.5 lakhs per full disablement and Rs.1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum up to Rs.10(ten) lakhs to death.

- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:  
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

## **102 Damage to Property or to any Person or any Third Party**

- 102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTOR.
- ii) The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

- iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

### **SECTION-VIII LABOR LAWS**

#### **103 Labor laws:**

- 103.1 i) No labor below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to laborers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labor laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labor laws.
- v) If the CONTRACTOR is covered under the Contract labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labor commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labor in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-INCHARGE the distribution returns of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---


circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labor Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labor (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

#### **104 Implementation of Apprentice Act, 1961:**

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR




 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

**105 Contractor to indemnify the employer:**

- 105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- ii) PAYMENT OF CLAIMS AND DAMAGES:  
Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.
- iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

**106 Health and sanitary arrangements for workers:**

- 106.1 In respect of all labor directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.
- 106.2 The CONTRACTOR shall provide in the labor colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labor colony.

**SECTION-IX Applicable Laws and Settlement of Disputes**

**107 Arbitration:**

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.


The Employer [Maharashtra Natural Gas Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (MNGL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Pune (in Maharashtra, India).

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the court situated at Pune.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

**108 Jurisdiction:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE, MAHARASHTRA STATE, INDIA for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at PUNE, MAHARASHTRA STATE, INDIA only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

**SECTION-X Safety Codes**

**109 General:**


109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

**110 Safety regulations:**

- 110.1 i) In respect of all labor, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

**111 First aid and industrial injuries:**

- 111.0 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
- ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**112 General rules:**


112.1 Smoking within the premises of City Gas Station is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

**113 Contractor's barricades:**

- 113.0 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:
- a) Excavations
  - b) Hoisting Areas.
  - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
  - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
  - e) Rail Road unloading spots.
- ii) CONTRACTOR's employees and those of his SUBCONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

**114 Scaffolding:**

- 114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- ii) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one-meter-high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

by providing suitable fencing of railing whose minimum heights shall be 1 meter.

- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall in no case be less than 30 cm for ladder up to and including 3 meters in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.


#### **115 Excavation and trenching:**

- 115.1 All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 50m length or fraction thereof.

Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

#### **116 Demolition/general safety:**


- 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work:
- All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in whitewashing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
  - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
  - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
  - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

**117 Care in handling inflammable gas:**

- 117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER

**118 Temporary combustible structures:**

- 118.1 Temporary combustible structures will not be built near or around work site.

**119 Precautions against fire:**


- 119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work site.

**120 Explosives:**

- 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly there from.

**121 Mines act:**

- 121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labor directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

**122 Preservation of place:**

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.


**123 Outbreak of infectious diseases:**

123.1 The CONTRACTOR shall remove from his camp such labor and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

**124 Use of intoxicants:**

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

**Annexure-I to GCC**


**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER**  
(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS MAHARASHTRA NATURAL GAS LIMITED (hereinafter referred to as MNGL ) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Pune has entered into a CONTRACT with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

**AND WHEREAS**

- i) MNGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by MNGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by MNGL to the CONTRACTOR, MNGL has required the CONTRACTOR to furnish to MNGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.


NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified MNGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to MNGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to MNGL forthwith on demand in

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

writing without protest or demur the value as specified by MNGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with MNGL 'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate \_\_\_\_\_ limit \_\_\_\_\_ of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

AND THE CONTRACTOR HEREBY AGREES WITH MNGL THAT:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of MNGL arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to MNGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of MNGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of MNGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**Annexure-II to GCC**

**PROFORMA FOR CONTRACT AGREEMENT**


SO. No. MNGL /

dated -----

Contract Agreement for the work of ----- of Maharashtra Natural Gas Limited made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and MAHARASHTRA NATURAL GAS LIMITED hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHEREAS**

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
  
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
  
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**AND WHEREAS**

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.


NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

**A N D**

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon, and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and delivered for and on  
on behalf of EMPLOYER.

Signed and delivered for and  
on behalf of the CONTRACTOR.

MAHARASHTRA NATURAL GAS LTD.

(NAME OF THE CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1.

1.

2.

2.




**MAHARASHTRA NATURAL  
GAS LIMITED**

**TENDER FOR ANNUAL RATE CONTRACT FOR  
PROCUREMENT OF 125 KVA CAPACITY NATURAL  
GAS GENSETS FOR PROPOSED COCO CNG  
STATIONS AT SINDHUDURG GA OF MNGL.**

**BID NO.: MNGL/CP/2025-26/58**

**SECTION - IIIC  
FORMS AND FORMATS**


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-1  
BIDDER'S GENERAL INFORMATION**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner, Pune – 411045

- 1.1 Bidder Name : \_\_\_\_\_
- 1.2 Number of Years in Operation : \_\_\_\_\_
- 1.3 Registered Address : \_\_\_\_\_
- 1.4 Operation Address : \_\_\_\_\_  
if different from above
- 1.5 Telephone Number : \_\_\_\_\_  
(Country Code) (Area Code) (Telephone No.)
- 1.6 E-mail address & Web Site : \_\_\_\_\_
- 1.7 Telefax Number : \_\_\_\_\_  
(Country Code) (Area Code) (Telephone No.)
- 1.8 ISO Certification, if any : {If yes, please furnish details}

**(SIGNATURE OF BIDDER WITH SEAL)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-2  
BID FORM**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner, Pune – 411045

Dear Sir,

Having examined the Conditions of Contract and Specifications including Addenda Nos. (Insert Numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver \_\_\_\_\_ (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same for (as quoted in price bid) or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our bid is accepted, complete delivery of ..... as agreed and specified in the IFB document. If our bid is accepted, we will obtain the guarantee of a Bank in a sum not exceeding (3) % of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of 4(four) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have enclosed Bid Security in the form of Demand Draft/ Bank Guarantee in line with Cl. 17 of ITB for (amount in figure & words) valid for 6(six) months' period as per the requirement of bid document.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award (Fax of Intent) shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this                      Day of                      2025

SEAL AND SIGNATURE

In the capacity of Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-3  
FINANCIAL DETAIL**

**EACH BIDDER MUST FILL IN THIS FORM**

a) Annual Turnover data for the last 3 years.

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

1. The information supplied should be the Annual Turnover of the Bidder.
2. A brief note should be appended describing thereby details of turnover along with audited balance sheet with profit & loss account statement for the last 3 years.


b) Annual Net-worth data for the last 3 years.

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

1. Net Worth = Reserves + Capitals – Accumulated Loss

**(SEAL AND SIGNATURE OF BIDDER)**

**(\*) To be filled by Employer**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-4  
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID  
SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref.: ..... Bank Guarantee No. ....  
Date .....


To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045

Dear Sir(s),  
In accordance with Letter Inviting Tender under your reference No. \_\_\_\_\_  
M/s \_\_\_\_\_ having their Registered/ Head Office at \_\_\_\_\_  
(hereinafter called the Tenderer) wish to participate in the said tender for \_\_\_\_\_.

As an irrevocable Bank Guarantee against Earnest Money for the amount of \_\_\_\_\_ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_  
\_\_\_\_\_ having our Head Office \_\_\_\_\_  
(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Maharashtra Natural Gas Limited the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by MNGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be 6 months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ whose behalf this guarantee is issued.

  <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)


(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

#### **INSTRUCTIONS FOR FURNISHING BID-GUARANTEE / BANK GUARANTEE**

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter along with SWIFT Statement from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax from where the earnest money bond has been issued.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-5  
LETTER OF AUTHORITY  
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES**

No.:

Date:

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.


Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-6  
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. \_\_\_\_\_)

**EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK:

BID DOCUMENT NO.:


Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

SL. NO.	CLAUSE NO.	PAGE NO. OF TENDER DOCUMEN	DEVIATION	REASONS FOR DEVIATION

Any exceptions/deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner.

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_  
& SEAL

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-7  
CERTIFICATE**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045

Dear Sir,

If, we become a successful bidder and pursuant to the provisions of the Bidding Documents and contract is awarded to us the following certificate shall be automatically enforceable:

‘We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counterclaims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

**(SEAL AND SIGNATURE OF BIDDER)**



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F-8**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045


Dear Sir,

M/s \_\_\_\_\_ have been awarded the  
work of \_\_\_\_\_ for Maharashtra Natural Gas  
Limited, PUNE vide PO No. \_\_\_\_\_ dated \_\_\_\_\_.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs.  
\_\_\_\_\_ (Rupees  
\_\_\_\_\_) as full  
Contract Performance Guarantee in the form therein mentioned. The form of payment  
of Contract Performance Guarantee includes guarantee executed by Nationalized  
Bank, undertaking full responsibility to indemnify Maharashtra Natural Gas Limited, in  
case of default.

The said \_\_\_\_\_ has  
approached us and at their request and in consideration of the premises we  
\_\_\_\_\_ having our office at \_\_\_\_\_ have  
agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake and  
agree with you that if default shall be made by M/s  
\_\_\_\_\_ in performing any of the  
terms and conditions of the tender or in payment of any money payable to  
Maharashtra Natural Gas Limited we shall on demand pay without any  
recourse to the contractor to you in such manner as you may direct the said  
amount of Rupees \_\_\_\_\_ only or such portion  
thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this  
guarantee, postpone for any time or from time to time the exercise of any of  
the powers and rights conferred on you under the contract with the said  
\_\_\_\_\_ and to enforce or to  
forbear from endorsing any powers or rights or by reason of time being given  
to the said \_\_\_\_\_ which under law relating to the  
sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs.  
\_\_\_\_\_ (Rupees  
\_\_\_\_\_) from us in manner aforesaid will  
not be affected or suspended by reason of the fact that any dispute or  
disputes have been raised by the said M/s \_\_\_\_\_

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

\_\_\_\_\_ and/ or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,


\_\_\_\_\_ Bank

By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

#### **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Pune.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**F – 9**

**[APPLICABLE FOR DOMESTIC TENDERS]  
PACKING, MARKING AND SHIPPING INSTRUCTIONS**


The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

- a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

**1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY**

**1.1 Packing**

- 1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 1.1.3 All delicate surface on equipment's/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.

- 1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.
- 1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.
- 1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.
- 1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

## 1.2 Marking

- 1.2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

(OWNER)  
PROJECT  
(DESTINATION)

Purchase \_\_\_\_\_ order \_\_\_\_\_ No. \_\_\_\_\_


Net Wt. \_\_\_\_\_ Kgs.

Gross Wt. \_\_\_\_\_ Kgs.

Dimensions \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ CMS.

Package No. (S. No. of total Packages)


Supplier's name \_\_\_\_\_

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- 1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.
- 1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tones and above.
- 1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

### 1.3 Dispatch

- (a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to
- General Manager (C&P), MNGL, Pune
  - Respective consignee fax nos. at site (to be indicated in Purchase Order).
- (b) Dispatch by Road
- (i) The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, the Transport Company is named by PURCHASER.
  - (ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following: -
    - General Manager (C&P), MNGL, Pune
    - Respective consignee fax nos. at site (to be indicated in Purchase Order).
- (c) Shipment by Air
- Whenever SUPPLIER is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is effected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of MNGL's agents shall be intimated later.
- (d) Advance Information
- Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, Purchase Order Number, date of dispatch, Railway receipt Wagon Number/ GOODS Consignment note number, Truck number, name of transport company and their destination Office/ Associate's address etc., by way of Fax to following:
- General Manager (C&P), MNGL, Pune

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- Respective consignee fax nos. at site (to be indicated in Purchase Order).

- (e) **Transmission of Dispatch Documents**  
SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.
- (i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.
  - (ii) Delivery Note/Railway Receipt/Truck Receipt.
  - (iii) Manufacturer's/Supplier's Guarantee Certificate
  - (iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses:
- A M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045  
Ph. No. – 020 25611000  
Email – [gasaid@mngl.in](mailto:gasaid@mngl.in)
- B Office in charge  
M/s. Maharashtra Natural Gas Ltd.,  
Respective MNGL Site(s) address. (The Bidder shall request for add. 15 days in advance before dispatch)
- (f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**FORMAT FOR TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045

Sub.: Acceptance of Terms & Conditions of Tender.


Tender Reference No.:

Name of Tender / Work:

Dear Sir / Madam,

1. I / We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/entirety.
5. I / We do hereby declare that our Firm has not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
6. I / We certify that all information furnished by our Firm is true & correct and if the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**UNDERTAKING ON LETTERHEAD**

To,  
M/s. Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045

Sub.:

Tender No.:

Dear Sir / Ma'am,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is:

(i) Not from such a country [                      ]

(ii) If from such a country, has been registered [                      ]  
With the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder to tick appropriate option above)***

We hereby certify that bidder M/s \_\_\_\_\_ (***Name of bidder***) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place: {Signature of Authorised Signatory of Bidder}  
Date: Name:  
Designation:

Seal:




**MAHARASHTRA NATURAL  
GAS LIMITED**

**TENDER FOR ANNUAL RATE CONTRACT FOR  
PROCUREMENT OF 125 KVA CAPACITY NATURAL  
GAS GENSETS FOR PROPOSED COCO CNG  
STATIONS AT SINDHUDURG GA OF MNGL.**

**BID NO.: MNGL/CP/2025-26/58**

#### **SECTION – IV**


#### **BREIF SUMMARY OF AGREED TERMS & CONDITIONS**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---


### Summary of Agreed Terms and Conditions

Following shall be duly filled in and should be returned by the bidder along with each copy of Unpriced Part of Bid / Offer

Sl. No.	Description	Bidder's Confirmation
1	<b>Bidder's details:</b> a) Name b) Full address  c) Tel. No. d) Fax No. e) E-mail f) State / UT where Registered Office of Company is located g) State / UT where Manufacturing Facilities of the Company is located h) Name and Designation of the person signing the Bid	
2	<b>In case the bidder is not manufacturer:</b> a) Name b) Full address  c) Tel. No. d) Fax No. e) E-mail f) Name and Designation of the contact person	
3	<b>The followings are to be enclosed along with the bid:</b> a) Power of Authority of the person signing the bid b) Letter of Authority of the person attending the bid opening. c) In case bidder is not manufacturer: Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	
4	Indicate Country of origin of offered GOODS	
5	Indicate dispatch point (Place of dispatch)	
6	<b>Bid Security Details:</b> Declaration of Bid Security	
7	<b>Validity of Bid</b> {Valid minimum for Four (4) months from the final date of submission of offer.}	
8	a) Please confirm that the scope of work is complete as per tender requirement.	
	b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format attached with bid document.	
	c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere the same shall be considered 'NULL & VOID'.	
9	<b>Delivery Period / Completion period</b> Confirm your acceptance of delivery period completion period as	


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

	per requirement specified in bid Document in 'Time Schedule' on FOT Project Site Basis to be reckoned from date of Delivery Order (DO).	
10	<b>Currency of Offer</b> a) Please indicate the currency in which the offer is submitted. (For foreign bidder US Dollar for foreign component and / or Indian Rupee).  b) For Domestic bidder in Indian Rupees  c) Please confirm that currency once quoted shall not be permitted to be changed.	
11	<b>Correspondence Language</b> a) Confirm that all correspondences will be in English language only.	
12	<b>Price</b> a) Ensure and confirm that unit prices Quoted in 'Price Schedule', (i.e. Schedule of Rates) on FOT Site Basis. b) Confirm that prices quoted are as per 'Price Format' given in tender document without any change. c) Confirm that quoted prices will remain firm and fixed till complete execution of the order. Purchase Order (PO), placed within offer validity, shall be considered as 'Notification of Award of Contract'. d) Confirm that the tender document is carefully studied & understood and have taken its full consideration in the quoted prices. e) Confirm that Blank SOR submitted with un-priced part of the bid contains the followings: i) Each 'Cell' of the schedule has been marked "Quoted" or "Not Quoted" and none of the 'Cell' has been left blank. ii) All information on the top of the SOR or at the 'Note' of the SOR has been provided in totality.	
13	<b>Spares (Article – 19 of GCC)</b> Confirm that 2 years Spares if required in Bid Document, has been quoted on FOT Site and or FOB port of exit Basis and Freight charges have also been indicated separately.	
14	<b>Freight Charges</b> <b>For Indian bidder</b> -Ensure & confirm that firm freight charges up to Project Site has been quoted separately for each item in SOR.	
15	<b>Transit Insurance and all other insurances.</b> a) Transit Insurance and all other insurance shall not be arranged by the Purchaser. Confirm that Insurance charges have been included in Quoted Price.	
16	<b>Goods &amp; Service Tax for Indian bidders</b> Indicate rate of taxes & duties applicable, as quoted in price schedule a) Goods & Service Tax (GST) b) Confirm that GST indicated above is what have been indicated	


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
--	---

	in blanked SOR and also in Priced SOR submitted. c) In case of Discrepancy, order will be placed on the lower one. Difference will be borne and paid by bidder.	
17	<b>Taxes &amp; Duties for Indian bidders</b> All taxes, duties, levies, License fee etc., incurred until delivery of the contracted goods, shall be borne and paid by the bidder. However, Goods & Service Tax on finished products shall be reimbursed by the Owner. (Limited to provisions in the quoted price as per bid document).  The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on GST within contractual delivery schedule, shall be borne and paid by the Owner. (However, limited to provision in bid document).	
18	<b>Goods &amp; Service Tax for Indian bidders</b> a) Indicate present rate of GST applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of GST is applicable then such rates as considered in offer are to be indicated in the itemized Spare parts list.	
	b) If there is any variation in GST at the time of supplies for any reason, other than statutory, including due to turnover, confirm the same will be borne by bidder.	
	c) It is noted and confirmed that statutory variation in GST within contractual delivery shall be to Owner's account.	
	d) If GST is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
	e) In case (b) or (d) is not acceptable, indicate maximum rate of GST chargeable. (Same shall be considered by Owner for price evaluation & comparison).	
19	<b>Price Reduction Schedule:</b> a) Confirm acceptance of Price Reduction Schedule (PRS) as per clause 26 of GCC and modified as per SCC  i) For delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document.  ii) for deficiency in performance & services as per provision of Bid Document. The invoice shall be submitted for the amount duly reduced to the extent of PRS. Otherwise, purchaser / owner reserve right to deduct the same.  b) Confirm in case of delay in delivery beyond CDD, any new or additional or increase in taxes and duties imposed after contractual delivery the same shall be to Bidder's account.	
20	<b>Terms of Payment as specified in Special conditions of Contracts.</b>  a) Confirm acceptance of terms of payment.	



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
--	--

	<p>b) It is noted and confirmed that deviations to 'Terms &amp; Conditions of Payment' may lead to rejection of offer, as Owner considers fit.</p> <p>c) All the Deviation have been indicated in 'Exception &amp; Deviation' format (including annexure, if any) and have not been repeated in the bid/offer and if repeated, the same shall be considered " Null &amp; Void"</p>	
21	<p><b>Guarantee / Warrantee</b></p> <p>Confirm that the GOODS shall be guaranteed against defective materials/workmanship etc. for a period of 24 months from the last Shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warrantee conditions of Bid Document.</p>	
22	<p><b>Contract-cum-Performance BG.</b></p> <p>Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of Contract / Delivery Order Value against each Delivery Order shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty or Defect Liability period, as applicable as per terms of Bid Document.</p>	
23	<p><b>Inspection (Article – 13 of GCC)</b></p> <p>a) Confirm acceptance to inspection requirement as per Bid Document.</p> <p>b) As inspection &amp; certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal &amp; incidental expenses of Owner's Inspectors shall be borne by the Owner.</p>	
24	<p><b>Part order</b></p> <p>Confirm acceptance to PART ORDER. In case of part ordering any value of part ordering, charges if quoted lumpsum and/or applicable to more than one item, shall be prorated on value basis.</p>	
25	<p><b>Quantity Variation</b></p> <p>PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 20% the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.</p>	
26	<p><b>Agent Commission</b></p> <p>a) Confirm Agent Commission has been indicated in the price bid.</p> <p>b) The Agent Commission has been included in FOB/CFR/CIF prices indicated in the price bid.</p>	
27	<p><b>Advance Payment</b></p> <p>Please note that No Advance payment shall be made by Purchaser / Owner</p>	

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---


28	<b>MISCELLANEOUS</b>  a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.  b) Confirm that all documents, as per Article -10 of ITB 'Documents comprising after by Bidder', have been enclosed.  c) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
29	<b>Declaration by Bidder</b> a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Deviation' format.  b) Confirm that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner.  c) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.  d) Confirm that you have not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s). If you have been banned delisted, then this fact must be clearly stated.  e) Confirm that bidder is not under litigation including arbitration for 20 years  i) If answer is No then confirm that complete details of litigation and / or arbitration have been furnished in the offer.	

Bidder Signature:

Name:

Designation:


Stamp:

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## VOLUME II OF II

## C O N T E N T

<b>Sl. No.</b>	<b>Description</b>
SECTION - V	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION - VI	MATERIAL REQUISITION & TECHNICAL SPECIFICATION
SECTION - VII	UNPRICED SCHEDULE OF RATES

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## SECTION - V SPECIAL CONDITIONS OF CONTRACT (SCC)

The following articles shall supplement the Instructions to Bidders and General Conditions of Contract (GCC). In case any conflict between General Conditions of Contract and Special Conditions of Contract, the latter shall prevail to the extent applicable.

### 1. **SCOPE OF SUPPLY:**

The scope of supply shall be as given in Material Requisition and Technical Specifications (Section-VI of Volume II).

The contract shall be valid for 1-year from the date of PO and the delivery of the Item shall be as per the time schedule included elsewhere in the tender documents. The Zero date for the supply as per the time schedule will be the date of written intimation from MNGL.

### 2. **QUALITY ASSURANCE / QUALITY CONTROL:**

2.1 The supplier shall prepare a detailed Quality Assurance Plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

2.2 The supplier shall establish document and maintain an effective quality assurance system outlined in recognized code.

2.3 The Purchaser, while agreeing to a Quality Assurance Plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop / site as deemed necessary for quality assurance.

### 3. **QUANTITY VARIATION:**

The tendered quantity may vary depending upon the project requirement. MNGL reserves the right to decrease / increase the quantity of any SOR item subject to overall ceiling of contract value depending upon its requirement. MNGL cannot assure any firm commitment for procurement of entire quantities in the tender / Rate Contract. After issue of Rate Contract, Delivery Order (DO) shall be placed for each & every requirement.


### 4. **DISPATCH INSTRUCTIONS:**

4.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

4.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the Vessel / Trailers description and weight of the material and shipping marks, etc. to be submitted along with the documents.

### 5. **INSPECTION:**

Maharashtra Natural Gas Ltd. (MNGL) reserves the right to engage their own personnel and or MNGL's inspection agency. All the charges towards all kinds of tests shall be included in the quoted rates. No additional payment to this

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

effect will be made. The charges towards MNGL's Inspection Agency, if engaged, shall be borne by MNGL.

**6. REJECTION:**

- 6.1 Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements / specifications of the Purchase Requisition / Order, shall be liable for immediate rejection.
- 6.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

**7. TIME SCHEDULE:**

Schedule for Supply:

Delivery Orders shall be released by MNGL in quantities required as per our target and plan. The completion schedule shall be as under:

Item Description	Completion schedule
125 KVA NATURAL GAS GENSET:  Design, Engineering, Factory Testing, Supply (FOT Site basis) including packaging, forwarding, insurance, transportation, custom clearance, Loading / Unloading, etc. at port as well as MNGL sites/ designated store.	Within 03 (Three) Months from the date of written intimation / Delivery Order by MNGL.

Date of Delivery: The date of receipt of material at MNGL Stores / Site shall be taken as the date of delivery.


**8. PAYMENT TERMS:**

The terms of payment shall be as follows:

**For Supplies:**

100% (Hundred percent) payment within 45 days on receipt of goods at site along with following dispatch documents.

- i) Cenvatable Invoice in triplicate
- ii) Inspection Release note by Owner or his appointed or approved agency.
- iii) GR / LR
- iv) Packing List
- v) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor, the contractor owning overall responsibility will duly endorse this certificate.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

- vi) Performance Bank Guarantee(s) of 10% of Contract / Delivery Order Value. If already submitted, a copy of the same.
- vii) Document related to CENVAT credit to be claimed by Owner, if applicable.

**For Services:**

100% payment shall be made after commissioning of Natural Gas Genset at the site against submission of the Commissioning Report.

**9. PRICE REDUCTION SCHEDULE:**

The supplier agrees that time of supply of Stores / Works shall be of the essence of the Contract. If the supplier fails to supply Stores / Works within the respective scheduled / fixed date for supply, Company may without prejudice to any other right or remedy available to the Company:

- a. Recover from the supplier as ascertained and agreed, genuine pre-estimate price reduction and not by way of penalty, a sum equivalent to 1/2% per week or part thereof for each week's delay, prorated for part thereof beyond the scheduled supply date each subject to maximum of 10% of Delivery Order Value, even though the Company may accept delay in supply after the expiry of the scheduled supply date.
- b. Arrange to get supply from elsewhere on account and at the risk of the Supplier, such decision of the company being final and binding on the supplier.

OR

- c. Terminate the contract or a portion of the supply work thereof, and if so desired, arrange for the supply in default by the supplier to be attained from elsewhere at the risk and cost of the supplier.

**10. CONTRACT PERIOD:**

The period of contract will be for 1-year from the date of Purchase Order which is further extendable for another 6 (Six) Months on same terms and conditions of tender document at the sole discretion of MNGL.

**11. REPEAT ORDER:**


In case of Annual Rate Contract (ARC), MNGL reserves the right to place a repeat order during the rate contract period up to 50% of ARC quantities on the same rates, terms and conditions.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

**12. GENERAL INFORMATION RELATING TO CONSIGNEE ADDRESS, BANKER'S NAME, PAYING AUTHORITY, INSURANCE AGENT ETC.:**

- **Location & Address of project Consignee:**  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045  
  
**Address of Stores at Sindhudurg:**  
M/s. Maharashtra Natural Gas Ltd.,  
C/o. site At Post Madhyachiwadi (Raiwadi),  
Pat – Parule Road, Pinguli,  
Tal. Kudal, Dist. Sindhudurg – 416520
- **Name & Address of the Bankers:**  
State Bank of India,  
Industrial Finance Branch,  
Tara Chambers, Pune Mumbai Road,  
Wakdewadi, Shivajinagar, Pune-411003
- **GST Number for Maharashtra:** 27AAECM5536G1ZF
- **Paying Authority:**  
Chief Financial Officer,  
M/s. Maharashtra Natural Gas Ltd.,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner, Pune – 411045
- **Whether Certificate for availing concessional project rate of custom duty will be given:** No
- **Name of Address of insurance agency:**  
To be intimated at the time of placement of PO.
- **Mode of Payment:** A/C Payee Cheque
- **Preferred mode of dispatch:**  
Imports: Sea  
Domestic: By Road
- **Inspection agency for indigenous and imported items:** MNGL / Third party inspection agency appointed by MNGL.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## SECTION – VI


### MATERIAL REQUISITION & TECHNICAL SPECIFICATIONS

#### MATERIAL REQUISITION

(MR No. MNGL/MR/GAS GENSET/01)

**Project: City Gas Distribution Project for MNGL.**

Item No.	Description	UoM	Quantity
1.1	Design, Engineering, Manufacturing, Assembly, testing at work, Supply (including packaging & forwarding, insurance, custom clearance, handling and unloading at port as well as MNGL stores/ site), transportation including erection & commissioning of 125 KVA capacity Natural Gas Genset at site as per specification complete in all respect. Scope also includes 1) supply of Pressure reduction skid (PRS) to convert CNG at 250 bar to 1-2 bar or less to operate the Gas Genset and its installation & commissioning. 2) Natural Gas Genset NOC from DISCOM (Electrical inspector NOC) for operation of Genset etc & related Liaisoning work shall be in bidder scope.	No.	3
1.2	Supply (including packaging & forwarding, insurance, custom clearance, handling and unloading at port as well as MNGL stores/ site), transportation including erection & commissioning of Auto changeover panel (AMF/ATS) as per tender specification complete in all respect. (Note: This item may or may not be utilized at site, depending on the operational requirements.)	No.	3
1.3	Required Power cable supply, laying, installation & termination from Gas Genset panel to Auto / Manual Changeover panel in electric room as per tender specification complete in all respect. Max. length for power cable would be around 60 Mtr. (Note: Length of power cable would be different from site to site. Invoking will be done on actual site cable length measurement. Vendor to mention sizes of power cables with details like Copper/ Aluminium cable consideration while quoting this item)	Meter	180
1.4	Required earthings (4 no per Genset) & its termination for each Gas Genset shall be in vendor scope. Vendor to consider 40-50 mm dia & 3 mtr depth copper Maintenance free chemical earthing for Gas Genset. copper strip/ Copper flexible wire for termination to Genset shall be as per standard design. civil foundation, electrical cable duct & chambers will be provided by MNGL.	No.	12
1.5	Gas Flow Meter for measurement of Gas consumption of Genset ( Vendor to mention proposed make, model, flow capacity , gas inlet pressure range of Mass flow Meter while quoting this item)	No.	3

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

2.1	Lump-sum Comprehensive Annual Maintenance charges of Gas 125 KVA Gas Genset & Accessories ( PRS Skid etc.) during warranty period (first year) inclusive of supply of all Consumable & Manpower and all spares covered under warranty. (Refer tender clauses)	No.	3
2.2	Lump-sum Comprehensive Maintenance charges of 125 KVA Gas Genset & Accessories (PRS Skid etc.) for second year i.e. after first year of warranty period inclusive of supply of all Consumable, all spares & Manpower. (Refer tender clauses)	No.	3
2.3	Lump-sum Comprehensive Maintenance charges of 125 KVA Gas Genset & Accessories (PRS Skid etc.) for third year i.e. after first year of warranty period and second year of AMC inclusive of supply of all Consumable, all spares & Manpower. (Refer tender clauses)	No.	3
2.4	Lump-sum Comprehensive Maintenance charges of 125 KVA Gas Genset & Accessories (PRS Skid etc.) for fourth year i.e. after first year of warranty period, second year and third year of AMC inclusive of supply of all Consumable, all spares & Manpower.(Refer tender clauses)	No.	3
2.5	Lump-sum Comprehensive Maintenance charges of 125 KVA Gas Genset & Accessories (PRS Skid etc.) for fifth year i.e. after first year of warranty period, second year, third year & fourth year of AMC inclusive of supply of all Consumable, all spares & Manpower.(Refer tender clauses)	No.	3

Note: The quantities given above are subject to change.




**MAHARASHTRA NATURAL  
GAS LIMITED**

**TENDER FOR ANNUAL RATE CONTRACT FOR  
PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS  
GENSETS FOR PROPOSED COCO CNG STATIONS AT  
SINDHUDURG GA OF MNGL.**

**BID NO.: MNGL/CP/2025-26/58**

**TECHNICAL SPECIFICATIONS  
FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 125 KVA NATURAL GAS  
GENSET**

**(TS No. MNGL/GAS GENSET/01)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


## 1.0 SCOPE

This specification covers the design, engineering, packaging, shop testing, supply, erection, testing and commissioning of 415V, 3 phase & N, 125 KVA Natural Gas Generator Set for CNG Stations along with all required accessories including integral AVM pads, weather & Sound proof acoustic enclosure, PRS (250 bar to 1-2 bar or as per Genset requirement), Gas flow metering system for gas consumption with piping & pressure Guage, earthing job at site, Transit insurance and transportation from works to site etc., inclusive of comprehensive maintenance for the Five years after successful commissioning of Gas Genset.

All necessary approvals like CPCB IV compliant Type approvals, Obtaining Electrical Inspector NOC from Electrical division, CEA and any other statutory norms required for successful running of Gas Genset will be in bidder scope. Relevant Documents / Certificates should be submitted for evaluation during bid submission.


**The scope shall include but not limited to the followings:**

- 1.1 Supply, installation, testing & commissioning of 125 KVA Natural Gas Genset (continuous duty cycle rating) complete as required. Detailed specification is given elsewhere in the tender.
- 1.2 Bidder should have below mentioned Valid Type Approval Certificates for 125 KVA Natural Gas Genset from approved agency as per mentioned notifications.
  - a. Type Approval Certificate for **Noise Limits** applicable to Natural Gas Gensets, in accordance with **Notification No. GSR 281(E) dated 7th March 2016**, along with a valid **Certificate of Conformity of Production for compliance to Noise Norm**.
  - b. Type Approval Certificate for **Emission Limits** applicable to the offered Engine model, in accordance with **Notification No. GSR 804(E) dated 3rd November 2022**.
- 1.3 MNGL shall supply Compressed Natural Gas (CNG) at a maximum pressure of 250 Bar from a Stationary Cascade through a 3/4" SS 316 tube up to the Gas Genset. It shall be the responsibility of the bidder to **supply, install, and commission a suitable Mechanical Pressure Reduction Skid** (without any electrical items/instruments) to reduce the CNG pressure from 250 Bar to 1–2 Bar, or as required for the smooth operation of the Gas Genset. The bidder shall also be responsible for the **supply, installation, and commissioning of all associated gas piping, fittings, and materials**, including connection to the main 3/4" SS 316 supply line. All equipment and assemblies, including the Pressure Reduction Skid, shall undergo necessary **quality inspections and performance testing**. The bidder shall provide **test reports for all materials and the assembled skid** as part of the final documentation.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNG/CP/2025-26/58</b></p>
---	--

- 1.4 The responsibility for obtaining the No Objection Certificate (NOC) from the Electrical Inspector shall lie with the bidder. This includes all necessary liaisoning activities with the local Electrical Division under the Department of Industry, Energy, and Labor. The scope of work shall encompass preparation and submission of applications, required documentation, coordination, follow-ups with concerned authorities, and obtaining the final NOC required for commissioning and initiating operations of the Gas Genset.
- 1.5 Cabling from DISCOM Meter to Manual changeover panel / AMF and output of Manual changeover / AMF panel to Power distribution panel will be in bidder scope.
- 1.6 The rating applies for supplying continuous power at variable load. A 10 % overload is allowed for up to 1 hour in every 12 hours.
- 1.7 Supply and installation of Auto mains failure (AMF) panel. AMF panel shall include all necessary controls, display, auto change-over system, system for boost/float charging of 12V battery, manual by-passed change over switch (of rating 173A, 4Poles) between Gas Genset and mains complete as required.
- 1.8 Supply and installation of Microprocessor based control panel for Gas Genset along with Fault diagnosis and Parameters monitoring systems to be integrated within the AMF panel.
- 1.9 Supply and installation of Maintenance free Lead Acid Automotive High Discharge battery sufficient for three consecutive starts without recharging (to be boost/trickle or float charged through AMF panel).
- 1.10 Party shall design, supply, install & commission suitable fuel metering system for natural gas consumption by Gas Genset. Gas meter shall be of reputed make to monitor the gas consumption in SCM / Kg. Proper Filter shall be provided before Gas Metering unit to ensure protection against any foreign material. Any item not mentioned and required for proper Supply, safety & functioning of the Gas engine Genset shall be provided free of cost by bidder. The bidder would be required to submit calibration certificates of gas meter and pressure gauges and other installed instruments as applicable and submit the detailed P&ID & GAD.
- 1.11 Transportation from factory to respective sites of the Gas Gensets along with all the associated materials including loading and unloading as required for each site. Proper storage & protections against all weather conditions i.e. ingress of rainwater, etc. while temporarily lying at site before installation to be arranged by the contractor.
- 1.12 **Comprehensive Annual Maintenance for the 125 KVA Gas Genset and its associated accessories (including the Pressure Reduction Skid) during the warranty period (first year), Second year, third year, fourth year and fifth year** shall cover all aspects of maintaining equipment, including both preventive and breakdown maintenance, with the cost of spare parts, supply of consumables, deployment of



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--


labor and technical manpower included. This means the bidder is responsible for all necessary repairs, replacements, and routine servicing to ensure the equipment functions properly throughout the contract period.

**Key Components of a Comprehensive Annual Maintenance Scope of Work:**

1. **Preventive Maintenance:** Regular scheduled maintenance to identify and address potential issues before they cause breakdowns. This includes tasks like cleaning, inspections, lubrication, and adjustments.
2. **Breakdown Maintenance:** Attending to equipment failures and malfunctions, with the bidder responsible for repairs and replacement of parts as needed.
3. **Parts Replacement:** All necessary parts, including those that are consumable or wear out due to normal operation, are covered under the contract.
4. **Labor:** Labor costs for all maintenance activities, including diagnosis, repair, and replacement, are included.
5. **Technical Support:** Access to technical expertise for troubleshooting and resolving issues, including remote support and on-site visits.
6. **Spares Management:** The bidder is responsible for maintaining an adequate inventory of spare parts to minimize downtime.
7. **Reporting and Documentation:** Detailed records of maintenance activities, including preventive maintenance schedules, breakdown repairs, and parts replacement, are maintained and provided to the client.
8. **Response Time:** All complaints must be attended to within 2 hours of registered call or written intimation regarding breakdown.
9. **Restoration Time:** Complaints must be resolved within 3 hours of reporting. Beyond 3 hours, a penalty of 2 times the hourly AMC charges will be applicable.
10. **Proactive Maintenance:** The vendor shall ensure proactive servicing of the generator with minimum downtime.
11. **Training:** The vendor must educate/train the operating staff for routine preventive maintenance.
12. **Exhaust Gas Analysis:** Combustion/Exhaust gas analysis must be carried out periodically to ensure emission parameters remain within limits as per Pollution Control Board guidelines. Troubleshooting and rectification of incomplete combustion will be in the bidder's scope.


**No additional cost** shall be charged to MNGL for above mentioned services. The cost of the same shall be **deemed included in the quoted price** of offered the Gas Engine Genset.

- 1.13 Supply, laying, termination and testing (with all associated materials, hardware's, etc.) of power cable, PVC insulated and armored, copper conductor as per Genset capacity requirement for connection between Gas Genset, AMFpanel and mains incomer panel. Cable to be laid in existing cable trench inside the electrical room or as per site condition and to be laid underground with proper protection as per standard procedure (including excavation of soil 1m deep 500mm wide, laying of cable, topping with sand 20mm below cable 30mm above cable, single layer brick cover,

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

backfilling complete as required) for outdoor portion. All cable entries into the panels shall be carried out through double compression cable glands of appropriate sizes.


- 1.14** Supply, laying, termination and testing (with all associated materials, hardware's, etc.) of control cable, PVC sheathed, PVC insulated and armored, cooper flexible conductor, size 2.5 Sq.mm flexible copper conductor or more as per system requirement, between the panels as per site requirement. Cable to be laid in existing trench inside the electrical room and to be laid underground with proper protection as per standard procedure (defined in 1.14) for outdoor portion. All cable entries into the panels shall be carried out through double compression cable glands of appropriate sizes.
- 1.15** Making of earth pits (4 No's for each Gas Genset) at each site as per IS-3043 along with laying and termination of earth strips (size 40X5mm, minimum) for Gas Genset system and body earthing complete as required. Vendor to consider 40-50 mm dia & 3 mtr. depth copper Maintenance free chemical earthing for Gas Genset. copper strip for termination to Genset shall be as per standard design.
- 1.16** Supply and installation of exhaust system for the Gas Genset of required length with proper supports and vent with suitable cap/design to prevent ingress of rainwater inside the exhaust pipe. Exhaust pipe shall be brought out to a safe distance/ height, as per the instructions of SIC / EIC.
- 1.17** Bidders shall submit the TPI (any accredited TPI / Inspection agency) report for the inspection of all items of Gas Gensets and the Gas Genset as a whole equipment under operating conditions.
- 1.18** All control wiring inside the controller shall be carried out with 2.5 sq.mm 1100/650 V grade PVC insulated copper wires.
- 1.19** Scope of work of the contractor also includes any other item/job not specifically mentioned but required for successful installation, testing, commissioning and smooth operation of the GEGs at respective sites
- 1.20** After award of the work, the contractor shall prepare site specific working diagrams/general arrangement diagrams (electrical SLD, panels, earthing, etc), route map of fuel gas from the existing CNG pipeline tapping as required in consultation with SIC / EIC
- 2.0 CODES AND STANDARDS**  
The Gas Generator set with all its components shall comply with the latest applicable standards, regulations and safety codes in the locality where the equipment shall be installed. The equipment shall comply with following British Standards, Indian Standards or equivalent British or International Standards with latest revisions.
  - ISO 3046/1
  - BS 5514

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

- AS 2789
- DIN 6271
- ISO 8528/1
- ISO 8528-5
- IS 10000
- IS 3064

### **3.0 GENERAL**


- 3.1** The Gas Generator Set shall be outdoor type complete with suitable acoustic enclosure, to limit noise level upto value mentioned in Type approval for compliance to Noise Norms. The set shall consist of Gas Engine coupled to suitable alternator having self, brushless / static excitation system with PMG and include all necessary accessories and control panel as specified and as required.
- 3.2** The engine and generator shall be mounted on an integral robust fabricated steel frame with anti-vibration mountings pads. No separate foundation will be provided. Required set of foundation bolts, nuts and washer etc. and set of spanner and tools shall be supplied by the bidder.
- 3.3** Alternator should meet CSA, UL, NFPA or other comparable standards.
- 3.4** The generator set shall be factory built and production tested.
- 3.5** The generator set shall be capable of taking the block loading in single step.
- 3.6** The generator shall have Integral vibration isolation.
- 3.7** The generator shall have advanced Digital Controller for the engine and alternator combine with LED display unit for display of system parameters and fault indication of both the engine & alternator.
- 3.8** The generator set shall have cooling system rated for 50 Degree C ambient temperatures.
- 3.9** The generator shall have a test certificate confirming the generator load parameters.
- 3.10** The generator shall have package mounted Line Circuit breaker for protection.
- 3.11** The generator package shall have a gas detection alarm sensor fitted in flame proof box with controller and alarm mounted in separate compartment in the acoustic enclosure as per guidelines of the statutory agency.
- 3.12** All the electrical/instrumentation fittings/equipment, Junction box shall be flame proof and shall bear valid certification.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNG/CP/2025-26/58</b></p>
---	--

- 3.13** The generator set shall have a spark arrester and a catalytic converter fitted on it.
- 3.14** Lifting lugs must be provided for safe handling and the gas generator shall be mounted on the iron base frame which shall be grouted on the concrete foundation.
- 3.15** All internal piping and piping required for the connection of Gas Generator inlet, auxiliaries, meter etc. with the clients tap-off up-to the foundation shall be to the Bidder scope.
- 3.16** Bidder to ensure that material used for station piping shall be of proprietary design and must comply with all applicable safety standards and pressure ratings suitable for operation at the specified pressure. The piping shall be designed and installed to ensure safe and reliable gas transfer between MNG's CNG tap-off point and the inlet of the Gas Genset and/or PRS skid.
- 3.17** Supply, installation, testing and commissioning of Gas Genset electric panel including supply of all power / control cables and proper fixing of panel on wall. If it is required to change the location of existing panel of electric panels of electric room, to fix the Genset is in the scope of supplier.
- 3.18** Supply, laying, testing & termination of PVC insulated PVC sheathed, armoured, FRLS outer sheath, stranded Copper / Al conductor cables in surface trench/ on wall/ structural surface/ in GI pipes/ conduits as per site requirements.

#### **4.0 GAS ENGINE**

- 4.1** The generator set shall be powered by proved, field tested 4 stroke, min. 6 cylinder, water cooled Gas Engine suitable for operating on Natural Gas at 1500 RPM with a power output of at least 5 % more than the maximum power required by the alternator along with all standard engine components and shall have following features:
- a) Internal Exhaust System with approved Spark Arrestor and catalytic converter.
  - b) The Gas Engine shall be suitable for block loading in one step and supplied with Electronic Isochronous Governor for optimum fuel, spark performance and frequency regulation of  $\pm 0.5$  %.
  - c) Residential grade silencer.
  - d) 70A /12V Battery Charging Alternator.
  - e) Battery rack provision
  - f) 12 V starter motor.
  - g) High engine temperature safety & automatic shutdown.


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	---

- h) Low Lube Oil Pressure safety & shutdown.
- i) Dry type air filter.
- j) Cartridge type lubrication oil filter.
- k) Over Speed protection with electronic governor with speed control
- l) High Water temperature safety switch
- m) Air cleaner with Dry type Air Filter
- n) Integral Lube Oil Cooler
- o) Rodent-resistant construction
- p) Sound-deadening, flame-retardant foam per UL 94
- q) Radiator with fan
- r) Electronic Governor
- s) Alarm & automatic shutdown in case of fuel gas leakage inside enclosure

Acceptable Makes of Gas Engine: Cummins / Kohlar/ Caterpillar /Kirlosker/ Ashok Leyland/Mahindra.

- t) The Bidder shall provide a metering device at the inlet of Gas Genset for metering the gas used for operation. The Gas Flow meter should be suitable to handle natural gas. The Gas Flow Meter should have a Totalizer with 8 8-digit index and IP66 protection. The Totalizer should have a UV Resistant cover and Fitted with a reflecting disc on the first drum to facilitate periodical checks.
- u) The generator set shall be able to operate on the following gas configuration:

Component	Range mole %		Design Case Mole%
Methane	84.5	98.77	89.00
Ethane	0.69	9.00	5.00
Propane	0.03	4.00	1.50
Butane	0.00	2.00	0.50
Pentane	0.00	0.35	0.35
Hexane	0.00	0.15	0.15
Heptane	0.00	-	0.00
CO <sub>2</sub>	0.00	4.50	3.00
Nitrogen	0.05	1.25	0.50

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b>  <b>BID NO.: MNG/CP/2025-26/58</b>
---	---

Total	100	100	100
-------	-----	-----	-----

**NOTES:**

- O<sub>2</sub> not more than 0.5% mole. Total non-hydrocarbon-Not more than 2.0%.
- Total S including H<sub>2</sub>S not more than 10PPM by weight.
- H<sub>2</sub>S not more than 4 PPM by volume.
- Moisture content in the range 112 to 114 Kg/MMSCM.
- Density 779 Kg/Sm<sup>3</sup> (design case).
- Temp of gas shall be 20 to 40 °C.

**5.0 LUBE OIL SYSTEM**

Automatic pressure lubrication system shall be provided.  
Bidder shall also indicate the specific lube oil consumption and capacity of the lube oil tank.

**6.0 ENGINE STARTING SYSTEM**

Starting of gas engine shall be by electrical starting system.

Electrical Starting System shall comprise of a starter motor, batteries, battery charger and all the necessary instruments and accessories. Batteries and battery charger & associated panel, cabling, supporting structure etc. shall be supplied by the bidder.

**7.0 AIR INTAKE AND EXHAUST SYSTEM**

Air intake filter and silencer shall be provided.

The exhaust system shall consist of an exhaust gas silencer, necessary piping, adapters, accessories etc.

**8.0 GOVERNING SYSTEM**


The Gas engine should have Electronic Isochronous governing.

Governor shall be provided for keeping constant speed within permissible limits with variable load. The governor shall be Electronic type. It shall be capable of operating on isochronous mode i.e. the speed of the engine (frequency of the generator set) shall remain constant irrespective of the load on the Gas Generator set upto 100% capacity. RPM indicator and tachometer to trip the Gas Generator set during over speed shall also be provided.

**9.0 DIGITAL CONTROLLER**

The Digital Controller shall be integrally mounted on generator set and shall have automatic start function with provision for manual Start / Stop / Reset and Auto



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	---

options as per technical specs/features listed below:

- a. The Digital Controller shall have self-diagnostics and test function.
- b. Digital Controller shall have LED to display Engine Parameters like Running Hours, Crank Cycle status, Diagnostics.
- c. LED shall also display communication faults like
  - i. High Engine Temperature,
  - ii. Low Oil Pressure
  - iii. Fail to start (Over Crank Safety)
  - iv. Over Speed
  - v. Over Frequency
  - vi. Over Voltage
  - vii. Under Frequency
  - viii. Under Voltage
  - ix. High Battery Voltage
  - x. Low Battery Voltage
  - xi. Auxiliary Fault.
- d. Digital Controller shall preferably have a MMI membrane keypad for configuration and adjustment of features like
  - i. Password protection for Menu access
  - ii. System configurations like System Voltage, Phase and Frequency settings, battery voltage etc.
  - iii. Voltage, gain & speed adjustment.

#### **10.0 ALTERNATOR (Power output @ 0.8 Power Factor)**


The alternator shall be designed for the specified rating voltage etc. and shall be Single bearing with class 'H' insulation with 130 deg C. temp. rise as per NEMA MG1-1.66, IEEE & ANSI standards. Block load acceptance: 100% of Rating within 6 Seconds of cold start, Excitation: Rotating Field brushless excitation, Field-connection terminal block, Emergency stop kit, Line circuit breaker, Programmable interface module (PIM)

The alternator shall be suitable for continuous operation at 415V, 3 phase, 50 Hz, 0.8 pf (lag).

Unbalanced load capability should be 100 % of rated standby current.

The alternator shall have following features:

- 2 or 4 Pole Brushless type, screen protected, revolving field, self-excited, self-regulated through an DVR / AVR.
- Sustained short circuit current of up to 300% of the rated current up to 10 seconds.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	---

- It should have vacuum impregnated windings with fungus resistant varnish for use in humid areas.
- It should have self-ventilated and drip proof construction.
- It should have Superior voltage wave form from a two-thirds pitch stator & skewed rotor.
  - +/- 1.5 % voltage regulation.
  - IP:23 enclosure
- Two nos. body earthing terminals which shall be separate from the neutral terminal.
- Permissible overload 10% for one hour in 12 hours of duration.
  - Alternator shall confirm to the following standards: IS: 12065 Noise Limit  
IS: 12075 Vibration  
IS: 4722 Governing standards IS: 4691 Enclosure Protection IS: 6362 Cooling  
IS: 2253 Mounting  
IS: 13364 Specification of Alternator coupled with IC Engines IEEE standard 115 for testing.  
The maximum vibration of the alternator should not be more than 4.5 mm/sec (rms) at full load.  
All windings should be made from electrolytic grade copper of high purity. Lifting hooks are to be provided for lifting the alternator.

#### **11.0 PERFORMANCE REQUIREMENTS**

The unit shall be capable of starting from cold condition.

The unit shall be capable of a peak output of 10% in excess of the rated output for a period of one hour out of a total 12 consecutive hours of operation, without exceeding permissible temperature limits and with a fairly clear visible exhaust.

The unit in accordance with standby Rating as per ISO-3046/1, BS 5514, AS 2789 & DIN 6271.


Slam shut off valve or an alternate arrangement should be provided to shut off the supply of gas in case gas pressure exceeds the specified limits.

The bidder shall provide gas meter of reputed make to monitor the gas consumption in SCM/kg.

Proper filter shall be provided before gas metering unit to ensure protection against any foreign material.

1 no. ball valve shall be provided for isolating the gas supply from gas Genset as and when required.

Any item not mentioned and required for proper functioning of the gas genset /gas train shall be provided free of cost by bidder.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	--

The bidder would be required to submit test certificate of all the equipment's in Gas Genets / Gas train.

The filter and inlet line should be hydro tested up-to 1.5 times of the line pressure at its installation point.

The bidder would be required to submit calibration certificates of gas meter and pressure gauges and other installed instruments as applicable and submit the detailed P&ID & GAD.

Bidders shall submit the report for inspection of all items of Gas Genset and the Gas Genset as whole equipment under operating conditions.

## **12.0 WIRING**

All control wiring inside the controller shall be carried out with 2.5 sq.mm 1100/650 V grade PVC insulated copper wires.

## **13.0 CONTROL SYSTEM**

The Gas Generator set will be normally at rest when the station A.C. supply is available from normal power source. In case of main AC power supply failure, the Gas Generator shall be started as follows. (Applicable when Auto changeover panel (AMF/ATS) is installed)

- On failure of normal station A.C. power supply, Gas Generator set shall start automatically.
- When Gas Generator set is running & grid power restores, the load shall be transferred to grid automatically.


Three attempt starting facility shall be provided for the Gas Generator set. In case, the gas engine fails to start and reach rated speed within 30 seconds, it shall be disconnected and locked out automatically.

## **14.0 BASE FRAME**

Steel Skid mounting type base frame of heavy side members and cross members, providing common bed for engine and alternator, directly coupled together. The base frame shall have provision for grouting the set on grouting bolts as well as fixing on the Anti-Vibration Mounts. Provision shall also be made in the base frame for lifting the Set.

## **15.0 AVM PADS**

Vibration Mounting Pads, as recommended by the set manufacturer shall be

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNG/CP/2025-26/58</b></p>
---	--

supplied with the GG set.


#### **16.0 OTHER DETAILS**

- a) Power cabling will be in bidder's scope.
- b) All the consumables required for 1<sup>st</sup> year periodic maintenance has to be included in the Gas Genset price.
- c) The bidder should submit the following information along with relevant performance rating curves and engine product catalogue:
  - I. Gross HP developed at rated RPM.
  - II. Deduction for fan and other ancillary equipment.
  - III. Net HP developed at rated RPM
  - IV. Specific fuel consumption at rated power as well as at 110%, 75%, 50% and 25% of rated load.

#### **17.0 ACOUSTIC ENCLOSURE**

The generator set comprising of engine coupled with alternator for each set should be placed inside an acoustic enclosure having the following salient features:

- i. The enclosure shall be of modular construction with provision to assemble and dismantle easily at site. There should also be adequate provision of taking out the equipment for maintenance / repairing jobs and reinstalling the same after necessary corrective action.
- ii. The engine generator shall be factory enclosed is not less than a 12 gauge cold rolled steel enclosure constructed with corner posts, uprights and headers. The roof shall aid in the runoff of water and include a drip edge. The weatherproof and corrosion resistant acoustic enclosure shall be duly surface treated, phosphate and finally powder coated for long lasting finish. The sheet metal components should preferably be hot dip, seven tank pretreated before powder coating with special pure polyester-based powder.
- iii. The enclosure shall be powder coated (inside as well outside) with a special pure polyester-based powder. All nut & bolts / external hardware shall be made from stainless steel.
- iv. There shall be provision for filling fuel from outside the enclosure with locking arrangement.
- v. External drain plugs shall be provided for draining lube oil.
- vi. The door shall be gasketed with high quality EDPN gaskets to prevent leakage of sound.
- vii. The door handles shall be lockable type.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	--


- viii. Sound proofing of the enclosure shall be done with high quality Fibre glass rock wool/ mineral wool conforming to IS : 8183 . The insulating material for sound proofing shall be further covered with fiber glass tissue and perforated sheet.

Exhaust silencer shall be provided of the size as recommended by the manufacturer and shall attenuate the sound the level noted above. It shall be supplied with a flexible, seamless, steel exhaust connection as well as with all internal pipe work. A rain cap will be supplied to terminate the exhaust pipe. These components must be properly sized to assure operation with minimum back pressure and high sound when installed. The canopy should be finished in synthetic enamel paint incorporating rust inhibitors and aluminum sprayed silencers and spark arrestors to guarantee a superior and long lasting finish.

There should be carefully designed inlet and outlet baffles/ attenuators with corresponding weather louvers and bird mesh allowing sufficient air flow, for the set to operate even under the harshest ambient conditions whilst maintaining specified noise levels. Suitable sized blower should be incorporated to meet total air requirement.

The temperature inside the enclosure should be suitable for human comfort. The temperature of exhaust line should not exceed the self- ignition temperature of fuel gas. A high temperature trip system (to shut down the engine by cutting off fuel supply to the engine through the solenoid valve) with variable setting connected to a thermostatically controlled blower must be provided for eliminating excessive heat dissipated by the engine within the acoustic enclosure. Suitable continuous on line Temperature Monitoring and control system with Alarm and shut down Mechanism should be provided.

The enclosure should be complete with power and control wiring between control panel and alternator and other components like blowers etc with proper size copper cable. The cables should be terminated using gland and tinned copper sweating sockets and run through guard pipe. The enclosure should have the sufficient space in and around the generating set to facilitate maintenance and operation of the set. Acoustic Enclosures base frame should incorporate necessary facilities for handling and inter location transfer through oil field trucks. The control panel for the Generating set should be installed separately on the same skid in a different enclosure (which need not be acoustic). The connection from the alternator and control panel should be carried out with suitable 3.5 core PVC insulated, PVC sheathed armoured copper cable and cable should be terminated with proper size of tinned copper sweating socket and cable glands at alternator and panel end.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

ix. There shall be arrangement for illuminating the enclosure from inside.

#### **18.0 PACKING AND DESPATCH**

The unit shall be packed suitably to facilitate installation and transportation. During transport, care shall be taken to avoid damage to paint or accessories of the equipment if any damage is caused during transport, the vendor shall repair the same, free of cost.

#### **19.0 TOOL KIT**

Special tool kit, if any, for the Gas Generator Set shall be supplied.

#### **20.0 TESTS & INSPECTIONS**

Following tests shall be carried out in Gas Generator:

Routine tests for engine like fuel consumption test at different loads for suitable duration as per relevant Indian / International Standards/ Manufacturer Standards.

Routine tests for alternator, as per latest IS-4722 or other applicable Indian/ International Standards.

4 hour run test of assembled set at works / site with full load and 10% overload. All parameters will be recorded in presence of the customer's representative.

Bidder shall submit copies of routine certificates for approval in required sets before dispatch.

Bidder shall perform the following test at site to the satisfaction of owner, if required:

- Automatic starting up & interlock
- Governor response
- Voltage regulator response
- Speed/voltage droop setting for parallel operation as specified.

Following inspections shall be carried out in Gas Generator:


Bidder shall arrange for below mentioned inspection at site on owner request

- Visual
- Dimensional
- Fitment & alignment
- Guarantee parameter

Bidder shall submit the following documents before dispatch:

- Calibration certificate of all instruments
- Test certificates of bought out items



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNGL/CP/2025-26/58</b></p>
---	---

d) Internal test certificates for all the tests carried out in the bidders / manufacturer works

## **21.0 DRAWINGS**

Bidder shall submit prints of following drawings in required sets:

- a. Outline dimensional drawings with general arrangement.
- b. Piping flow sheets and piping layout.
- c. Electrical wiring and schematic diagram along with cable schedule and general arrangement drawing for control panel.
- d. Foundation drawings.
- e. Fuel oil system with instrumentation and control with write-up.
- f. Lube oil system with instrumentation and control with write-up.
- g. Governor system and voltage regulator write-up.
- h. G.G. set instrumentation and control system with write-up.

One print of each of above drawing will be returned to bidder after making all necessary corrections/ comments. Bidder shall incorporate these and send within fifteen (15) days, 5 prints of each drawing for final checking/ approval.

The bidder shall also provide 3 sets of installation, operation, maintenance and major overhauling instruction manuals before inspection.

## **22.0 DEVIATIONS**


**22.1** Deviations, if any, from this standard (clause-wise) shall be clearly indicated in the offer with reasons thereof. In the absence of any such activities, the compliance to the clauses shall be deemed automatic.

## **23.0 WARRANTY/GUARANTEE**

Warranty/ Guarantee shall be one year from the successful installation & commissioning of Gas engine set.

## **24.0 CERTIFICATION:**

- a) The bidder shall be responsible for obtaining all statutory approvals, as applicable for all electrical, instruments and control systems.
  - b) In general, the following verification shall be provided by the bidder.
- For all flame proof equipment manufactured within India, the testing shall be carried out by any of the approved testing houses- Central Mining Research Institute (CMRI)/ERTL etc.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNG.</b></p> <p><b>BID NO.: MNG/CP/2025-26/58</b></p>
---	--

## 25.0 ERECTION, TESTING & COMMISSIONING AT SITE:

Client shall provide space for Genset and its equipment. The entire work of erection, testing and commissioning of equipment supplied under this package shall be carried out by contractor for this purpose the contractor shall depute suitable qualified technical supervisor to site on advance intimation to the Owner along with all special testing equipment required for testing. The supervisor(s) shall be responsible for the installation, testing, commissioning.

The contractor shall ensure that the equipment supplied by him is installed in a neat workman like manner such that they are leveled, properly aligned and well oriented. The tolerances shall be established in Contractor's drawings and/or as stipulated by the Owner.

All special tools and tackles and spares required for erection, testing and commissioning of equipment shall be supplied by the contractor. The total cost for these tools, tackles and spares shall be included in the bid price.


Erection, testing and commissioning manuals and procedures shall be supplied, prior to dispatch of the equipment.

The contractor shall ensure that the drawings, instruction and recommendations are correctly followed while handling, setting, testing and commissioning the equipment.

## 26.0 DATA SHEET FOR GAS GENSETS (To be filled by the Vendor along with the bid)

### 26.1 ENGINE: For 125 KVA Genset

Description	To be filled by Bidder
Type	
Make	
Model	
Gross Engine output (BHP)	
Engine RPM	
No. of Cylinder & configuration	
Specific Gas Consumption SCM/Hr.	
100% Load	
75% Load	
50% Load	
Piston Speed (m/s)	
Governor Class	
Fuel Injection System	

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b> <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

Type of Cooling	
Type of Starting	
Aspiration	
Compression Ratio	
Size (Bore & Stroke)	
Displacement	
Duty	
Gross HP	
Deduction for Fan, ALD & Temp.	
Net HP	
Lube Oil Consumption (Lt/Hr)	
Engine Sump capacity	
Engine Radiator	
Make & type of Governor	
Length X Width X Height	

## 26.2 Data sheet for Alternator: For 125 KVA

Description	To be filled by Bidder
Make	
Rated output	
Phase	
Rated Current (Amp)	
Frequency	
No. of Poles	
RPM	
Rated Power factor	
Conductor Material	
Type	
Duty	
Class of insulation	
Connection	
Site Condition	
Alternators Internal Protection (Enclosure)	
Alternators Terminal Box protection	
Cooling	
Excitation system	
Automatic Voltage Regulation	
Permissible voltage variation at rate	




**MAHARASHTRA NATURAL  
GAS LIMITED**

**TENDER FOR ANNUAL RATE CONTRACT FOR  
PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS  
GENSETS FOR PROPOSED COCO CNG STATIONS AT  
SINDHUDURG GA OF MNGL.**

**BID NO.: MNGL/CP/2025-26/58**

Speed and power factor	
Voltage swing (transient response)	
Permissible Engine Speed variation	
Permissible frequency variation at rated	
Speed & power factor	
Period for taking load from start impulse	
Motor starting ability	
Overload capacity	
Unbalanced current carrying capacity	
Short circuit current withstand capacity	
Over voltage	
Mounting	
Amplitude of vibration at no load	
Size of main cable from Genset to Electrical room (Sq.mm)	
Material of main cable (Copper/ Aluminum)	
<b>Bidder to note that size &amp; material of power cable (Main cable) shall be as per Genset rating &amp; suitable for satisfactory performance of Genset.</b>	

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS FOR PROPOSED COCO CNG STATIONS AT SINDHUDURG GA OF MNGL.</b>  <b>BID NO.: MNGL/CP/2025-26/58</b>
---	---

## SECTION – VII

### UNPRICED SCHEDULE OF RATES (SOR)

**Schedule of Rates (SOR) / Item-wise BOQ is enclosed on the e-tendering portal. Following to be submitted along with the Technical Bid, duly filled in, quoted / not quoted:**

Sl. No.	Item Description	Unit (No.)	Quoted / Not quoted
BOQ1	PROCUREMENT OF 125 KVA CAPACITY NATURAL GAS GENSETS	03	

Notes:

1. Evaluation shall be done on an overall least cost basis to the Purchaser and the order shall be placed accordingly.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.
3. Bidder shall note that any error in estimating these taxes & duties will be to Bidder's Account.
- a. Goods & Service Tax @-----  
Please indicate the break-up of the above GST as under:
  - i) CGST @ \_\_\_\_\_
  - ii) SGST @ \_\_\_\_\_
  - iii) IGST @ \_\_\_\_\_
  - iv) UGST @ \_\_\_\_\_

Seal & Signature of Bidder