



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135



MAHARASHTRA NATURAL GAS LIMITED

(A joint venture of GAIL(India) Ltd & BPCL)

CNG & CITY GAS DISTRIBUTION PROJECT

**Bid document for
Annual Rate Contract for procurement of 22 KW Electric
Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

(THROUGH E-TENDERING MODE)

Bid Document No.: MNGL/CP/2025-26/135 Dt: 27.01.2026.



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SECTION I

1. INVITATION FOR BIDS (IFB)



**MAHARASHTRA NATURAL
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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/2025-26/135 dated 27.01.2026 .
Item(s)	Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMh capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.
Type of Bid	Open Domestic Competitive Bidding
Time Schedule	As per Scope of Work of tender document
Earnest Money / Bid Security	Rs. 2,00,000/- in the form of Demand Draft / BG / Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
Bid Security Validity	6 (Six) months from bid due date
Tender Fee ((Non-refundable)	Not applicable
Bid Validity	4 (Four) months from the bid due date
Pre-bid meeting date and time	03.02.2026 @ 11:30am Meeting link: https://meet.google.com/akt-smdx-dzd
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	<u>17.02.2026 till 15:00 Hrs. IST</u>
Techno-commercial bid opening date and time	18.02.2026 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	Deputy Manager (C&P) Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 2561 1157 / 1190 Email: balakrishna.thatikonda@mngl.in / gasaid@mngl.in
Bid Eligibility Criteria and Bid Evaluation Criteria	As per Annexure – I to IFB

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.



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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.mnql.in.

Note: To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to 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 & non-registration.

(The bids have to 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.mnql.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 letter head 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 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, 2nd 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 subsequent to 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.



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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 have to 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. Subsequent to 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. 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 06 (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.



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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) – As specified in GCC
- 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) The Bidder is not 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 specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Balakrishna Thatikonda
Deputy Manager (C&P)

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.



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SECTION I
2. BIDDERS ELIGIBILITY CRITERIA (BEC)
AND
BIDDER EVALUATION CRITERIA
(ANNEXURE - I to IFB)



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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA (BEC) AND BID EVALUATION CRITERIA

1. Brief Project Details

Maharashtra Natural Gas Limited (**MNGL**) is a joint venture company of M/s. GAIL (India) Limited & M/s. Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to distribute natural gas for household / commercial sectors including setting up CNG filling stations for vehicle in Pune, Nashik-Dhule, Buldana-Nanded-Parbhani & Sindhudurg Geographical Areas in Maharashtra, Ramanagara in Karnataka and Nizamabad-Adilabad-Nirmal-Mancherial-Kumuram Bheem Asifabad-Kamareddy in Telangana.

2. Brief Scope and Quantity of Supply:

This tender deals with Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMh capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

2.1 Supply Portion

- 2.1.1 Scope includes Design, Engineering, Manufacture, Assembly, Testing at the Manufacturer's Works, Erection, Commissioning, Field Trial Runs, Equipment Performance Test along with associated electrical, instrumentation, etc., of 22 KW Electric Motor Driven 250 SCMh capacity Hydraulic Booster Compressor. The requirement is as under:

Sr. No.	Geographical Area (GA)	Quantity (Nos.)
1	Pune	11
2	Nashik	32
3	Sindhudurg	4
4	Ramanagara	6
5	Nanded	46
6	Nizamabad	21
Total		120

- 2.1.2 Capacity as per the specifications and other details given in Technical Specifications of respective part, including Supply, Erection and Commissioning spares as required.
- 2.1.3 The Booster Compressors are to be dispatched in lots as defined in schedule for supply hereinafter.
- 2.1.4 Installation, Testing, Commissioning and Performance Acceptance Test of each compressor package after intimation from MNGL.



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2.2 Comprehensive Maintenance Portion

2.2.1 Comprehensive Maintenance Services during Warranty Period & nine years after the Warranty period, inclusive of consumables and Spares (including services for major overhaul of Engine and Compressor).

2.2.2 Bidder must quote for complete quantity and scope of work i.e. Supply, Installation, Testing, Commissioning, Performance Acceptance Test, Comprehensive Maintenance. Bid submitted for partial scope of any part shall be rejected.

2.3 Type and Duration of Contract

2.3.1 Rates will be firm and fixed during the contract period.

2.3.2 Supply of Compressors:

The duration of contract shall be 01 (One) year from the date of issuance of PO / LOA / NOTIFICATION OF AWARD, which is further extendable for another 06 (Six) months on same terms and conditions of tender document at the sole discretion of MNGL.

2.3.3 Comprehensive Maintenance:

The duration for comprehensive maintenance shall be 10 (Ten) years (01 year during warranty and 09 years post-warranty).

2.4 Schedule for Supply:

Delivery of compressors shall be in lots. All Compressors shall be supplied & commissioned as per schedule given below:

2.4.1 Supply Portion:

Delivery order shall be released by MNGL in quantities required as per our target and plan. The bidder should agree to supply the quantity mentioned in the delivery order as follows:

Delivery basis to be on FOT store/site basis.

Sr. No.	Item Description	Completion Period
1.	Design, Engineering, Testing, Supply (FOT Site basis) including packaging, forwarding, transportation, customs clearance, etc.	03 (Three) months from date of written intimation / Delivery Order by MNGL.

2.4.2 Service Portion:

Sr. No.	Item Description	Qty (Nos.)	Completion Period
1.	Erection, Testing & Commissioning of 22 KW Electric Motor Driven 250 SCMh capacity Hydraulic Booster Compressor at site.	120	Within 10 days from the date of intimation by MNGL for each compressor package.



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2.4.3 After commissioning of compressor package, Performance Acceptance Test will be carried out as per terms and conditions.

2.4.4 For applicability of PRS calculation, date of receipt at site / stores shall be considered as date of delivery.

3. Bidder's Eligibility Criteria (BEC):

The following are the BEC parameters: -

A. BEC – Technical:

1. The bidder must be a manufacturer / packager and supplier of Electric Motor Driven Hydraulic Booster Compressors.
2. The Model of Booster Compressors offered by bidder for supply under this tender, must have valid PESO certificate.
3. The bidder shall have the single point responsibility for manufacturing / packaging, supplying, installing, commissioning, operation, and maintenance of Electric Motor Driven Hydraulic Booster Compressor Package.
4. The bidder in the preceding 07 (Seven) years reckoned from the bid due date of tender, should have **manufactured & supplied at least 30 Nos. of electric motor driven CNG compressor** packages-variable suction of min. 250 SCMH at 60 Kg/cm² or higher capacity with minimum discharge pressure in range of 200-250 Bar in single / multiple purchase orders in India.
5. One of the above compressor packages of min. 250 SCMH at 60 Kg/cm² or higher capacity with minimum discharge pressure in range of 200-250 Bar supplied by bidder, should have completed operation for **minimum 4000 running hours** till the bid due date of tender.
6. The bidder in the preceding 07 (Seven) years reckoned from the bid due date of tender, directly or through their authorized agencies, should have provided Operation & Maintenance services for at least 2 nos. of Electric Motor Driven CNG Compressor Packages-variable suction of min. 250 SCMH at 60 Kg/cm² or higher capacity for a period of not less than six months.

To meet the technical qualification criteria as stated above, bidder shall provide documentary evidence viz. detailed Purchase Order copies, approved technical data sheet & inspection certificate / release note from client/ consultant, Tax invoices from Client, performance certificate and any other relevant documents in support of his claim.

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



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B. BEC – Financial:

B.1 Turnover:

The bidder should have achieved a **minimum annual turnover of Rs. 1666 Lakhs** in any one of the last 03 (Three) audited financial years i.e. 2022-23, 2023-24 and 2024-25.

B.2 Net worth:

Net worth must be positive as per the last audited financial statement i.e. for the year 2024-25.

B.3 Working Capital:

The bidder should have a **minimum working capital of Rs. 333.2 Lakhs** as per the latest audited balance sheet i.e. for the year 2024-25.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having a net worth of not less than Rs. 100 crores, confirming the availability of a line of credit to cover the inadequacy of the previous year and meet the current working capital requirement.

Bidder must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for the last three audited financial years i.e. 2022-23, 2023-24 and 2024-25 in support of the above.

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

4.0 Bid Evaluation Criteria and Award of Contract:

4.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive.

4.2 Prices shall be evaluated on an **“overall basis”**, including GST quoted, to arrive at the lowest evaluated cost (L-1) to the Purchaser. Bidder must quote against all the items of quoted part(s), failing which bid shall be liable for rejection.

4.3 The evaluated price of bidders shall include the following:

Sr. No.	22 KW Electric Motor Driven 250 SCM Capacity Hydraulic Booster Compressor
I	Total value for Design, Engineering, Manufacturing, Supply, Installation, Erection, Commissioning & Performance Acceptance Test (PAT) of Booster Compressor and Air Compressor along with Special Tools & Tackles (Including Packing, Forwarding & Transportation Charges).
II	Total value towards Comprehensive Maintenance.
III	GST on above (I) & (II)
IV	Technical loading towards power consumption as defined in the tender document.



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- 4.4 Ranking of bidders i.e. L1, L2, L3 and so on shall be decided based on total evaluated price as defined in Clause No. 2.3.3 above. The lowest evaluated price for complete SOR shall be considered as L1 price.

Note: In case of tie in more than one bidder(s), the inter-se ranking shall be decided on the basis of highest turnover in any one of the preceding 03 (Three) financial years i.e. 2022-23, 2023-24 and 2024-25 amongst the bidders.

- 4.5 Further, it is intended to award this job to **(03) Three Parties at L1 rate.**

In order to do so, the L2 & L3 bidder shall be asked to match the item-wise rates of L1 bidder. In case L2 & L3 bidder fails to match the item-wise rates of L1 bidder, opportunity shall be given to L4, L5 bidders and so on to match the item-wise rates of L1 bidder and order shall be placed accordingly.

In case of 3 parties, the award shall be made in the ratio of approx. **50% (L1) : 30% (L2) : 20% (L3)** i.e. 60 Compressors (L1) : 36 Compressors (L2) : 24 Compressors (L3).

In case of 2 parties, award shall be made in the ratio of approx. **60% (L1) : 40% (L2)** i.e. 72 Compressors (L1) : 48 Compressor (L2).

In case none of the bidder agrees to match L1 rate, entire quantity of 120 Compressors shall be awarded to L1 bidder.

Note: While matching the rates of L1 bidder, technical loading towards the power consumption shall be equally distributed (on positive / negative side) in the comprehensive maintenance period of 10 (Ten) years.



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SECTION II

3. INSTRUCTION TO BIDDERS (ITB)



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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/ eToken.

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 a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 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.



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- 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 take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' 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 uploads 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 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



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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.
- (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.



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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



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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.
- 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. Bid Evaluation Criteria: -

3.1 Technical Experience Criteria - As per Annexure – I of IFB.

3.2 Financial - As per Annexure – I of IFB

4. VOID



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5. One Bid per Bidder

- 5.1 A firm shall submit only one bid in the same bidding process. 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.
- 5.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 5.3 Alternative Bids shall not be considered.
- 5.4 The provisions mentioned at Sl. No. 5.1 and 5.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and MNGL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Site Visit

- 7.1 The bidder may visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 7.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.



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B. BIDDING DOCUMENTS

8. Content of Bidding Document

- 8.1 The Bidding Documents/ Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.
- 8.2 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 bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. Clarification of Bidding Documents

- 9.1 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.

Any Clarification or information required-by the bidder but same not received by the Employer, one (01) working day prior to the pre-bid meeting date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Documents

- 10.1 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.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 8.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bid 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 bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.



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- 10.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- 10.5 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 addenda / corrigenda issued.



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C. PREPARATION OF BIDS

11. Language of Bid

- 11.1 The bid prepared by the bidder and all-correspondence/drawings and documents relating to the bid exchanged by bidder and MNGL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

12. Documents Comprising the Bid

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

12.1.1 Technical cover:

Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the portal as per list below:

- i) EMD/Bid Security payment details.
- ii) Duly Signed and Stamped BIDDERS ELIGIBILITY CRITERIA and BID EVALUATION CRITERIA (Annexure-I to IFB)
- iii) Documents for qualification of BEC - Technical.
- iv) Documents for qualification of BEC - Financial.
- v) Line of credit for Negative Working Capital.
- vi) Duly filled, signed and stamped Forms and Formats.
- vii) Power of Attorney in favour of person(s) signing the bid.
- ix) Addendum, Corrigendum and Other Documents if any.
- x) Copy of GST Certificate and PAN Card.
- xi) Cancelled Cheque / Bank Mandate.
- xii) Duly signed and stamped copy of Schedule of Rates (SOR) Instructions.

12.1.2 Financial cover:

Price bid SOR as per prescribed format (xls) on the e-tender portal.

IMPORTANT NOTE: Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in financial cover will result in rejection of the bid.

- 12.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.



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- 12.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 12.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right-hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 12.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 12.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.

13. Bid Prices

- 13.1 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.2 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.
- 13.3 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.
- 13.4 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 13.5 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 13.6 Alternative bids shall not be considered.
- 13.7 Conditional discount, if offered, shall not be considered for evaluation.
- 13.8 The bidder shall have to raise the Cenvatable invoice.

14. Bid Currencies

Bidders shall submit their bids in Indian Rupees only.



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15. Bid Validity

- 15.1 Bids shall be kept valid for 4 (Four) months from the final bid due date.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / 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 Clause 16 in all respects.

16. Bid Security

- 16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 16.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 16.3 VOID
- 16.4 Any bid not secured in accordance with Clause-16.1 may be rejected by MNGL as nonresponsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 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 Notification of Award/Service Order (SO) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections,
 - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 16.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & 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.**



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17. Pre-Bid Meeting – As per IFB

- 17.1 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
- 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 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 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

18. Format and Signing of Bid

- 18.1 The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. Zero Deviation

- 19.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), As specified hereinafter
 - 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) The Bidder is not 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 specification/requirements.
 - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.



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xvii) Price Reduction Schedule.

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

20. Mode of Payment

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

21. Agent/ consultant/ Representative/ Retainer/ Associate [Applicable for LCB tenders only]

21.1 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.

21.2 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 clearly indicate 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 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.



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



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D. SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

- 22.1 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.

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

23. DEADLINE FOR SUBMISSION OF BID

- 23.1 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.

- 23.2 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.

24. 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.

25. MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1 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.

- 25.2 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 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.



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E. BID OPENING AND EVALUATION

26. Bid Opening

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

27. Process to be Confidential

- 27.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. Contacting the Employer

- 28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

29. Examination of bids and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid.
- a) meets the Bid Evaluation Criteria.
 - b) has been properly signed.
 - c) is accompanied by the required securities.
 - d) is substantially responsive to the requirements of the bidding documents; and
 - e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 29.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one.



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- a) that affects in any substantial way the scope, quality, or performance of the Works.
- b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Opening Of Price Bid

30.1 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.

30.2 The bid prices stated in the price schedules will be announced during price bid opening.

31. Correction of Errors

31.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

31.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

32. Evaluation and Comparison of Bids

32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria as per Annexure – I to ITB (to be separately enclosed along with bidding document against individual tenders).

33. Preference for Domestic Bidders - VOID

34. Purchase Preference - VOID

35. Compensation for extended stay - Not Applicable



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F. AWARD OF CONTRACT

36. Award

36.1 Subject to Clause 28, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

37. Employer's Right to Accept Any Bid and to Reject Any or all Bids

37.1 MNGL 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 MNGL'S ACTION.

38. Notification of Award

38.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award/ Service Order will constitute the formation of the Contract.

38.2 Delivery/ completion period shall be counted from the date of notification of award / Service Order.

The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, MNGL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. Signing of Agreement

39.1 MNGL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to MNGL.

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), 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 bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited, and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 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.

40.2 The performance guarantee shall be for an amount equal to 10% of Delivery Order Value towards faithful performance of the contractual obligations and performance of



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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.

- 40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event MNGL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

- 41.1 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 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.

42. Failure by the contractor to comply with the provisions of the contract

- 42.1 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:

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.



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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.

42.2 In such events of Clause 42.1(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.

42.3 Before determining the CONTRACT as per Clause 42.1(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.

42.4 The EMPLOYER shall also have the right to proceed or take action as per 42.1(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.

42.5 Termination of the CONTRACT as provided for in sub-clause 42.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.



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43. Termination of contract

43(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.

43(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.

43 (C) In case of termination of CONTRACT herein set forth (under clause 42.0) 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 03 (Three) years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.

43 (D) Termination for convenience

MNGL may by written notice sent to contractor, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.



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44. Procurement From a Bidder Which Shares a Land Border With INDIA

- I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;



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- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- VII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- VIII. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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SECTION III

4. GENERAL CONDITIONS OF CONTRACT (GCC)



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**GENERAL CONDITIONS OF CONTRACT - GOODS
(GCC - GOODS)**

FOR SUPPLY

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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.
- 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.



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



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- 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.

- 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.



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- 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 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.



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- 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 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.



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- 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.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.
 - All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - 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.



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- 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 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.



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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 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.



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- 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.
- 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 warranty 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



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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.

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



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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.

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.



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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 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.



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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.

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.



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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 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



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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.

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 30 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.



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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.

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.



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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:

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 5% (five 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).



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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



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- 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.



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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.



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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.



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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.

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.



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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.



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**GENERAL CONDITIONS OF CONTRACT - WORKS
(GCC-WORKS)**

FOR ERECTION, TESTING, COMMISSIONING, AMC etc.

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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.
- 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.



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- 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.
- 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.



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- 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 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



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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.

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



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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.
- 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



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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.

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.



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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.
- 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.



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4. Documents:

4.1 General:

The tenders as submitted will consist of the following:

- ii) EMD/Bid Security payment details.
- ii) Duly Signed and Stamped BIDDERS ELIGIBILITY CRITERIA and BID EVALUATION CRITERIA (Annexure-I to IFB)
- iii) Documents for qualification of BEC - Technical.
- iv) Documents for qualification of BEC - Financial.
- v) Line of credit for Negative Working Capital.
- vi) Duly filled, signed and stamped Forms and Formats.
- vii) Power of Attorney in favour of person(s) signing the bid.
- ix) Addendum, Corrigendum and Other Documents if any.
- x) Copy of GST Certificate and PAN Card.
- xi) Cancelled Cheque / Bank Mandate.
- xii) Duly signed and stamped copy of Schedule of Rates (SOR) Instructions.

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 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.



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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).

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.



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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.

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



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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.

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.



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**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.
- 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



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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.

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.



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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).

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.



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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 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 override 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 scheduled 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,



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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 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



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any property belonging to the EMPLOYER or others during the 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 facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.



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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 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.



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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 ½ % 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:

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



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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.

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.



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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 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



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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.

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



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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 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



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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 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.



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- 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 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



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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 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.



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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.

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, toll 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.



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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 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



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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, 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.



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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 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



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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, 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



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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 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



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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 of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, 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.



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- 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.
- 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



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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.

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



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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.

- 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



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carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

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



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place as 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 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.



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- 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 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.



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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 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



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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 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



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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 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



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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 months' period of liability from the date of issue of 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 are 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/warrantees 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 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.



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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 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



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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 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



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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, 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.



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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.

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.



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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 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.



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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.

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



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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 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 reasonable 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.



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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 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,



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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.
- 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



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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.

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.



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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 & 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.

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,



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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.

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



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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 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



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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 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



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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 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.



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- 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 Apprentices 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 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



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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.

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



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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 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.



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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.

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.



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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 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.



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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:
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) 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 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 white washing 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.



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- 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.
 - 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



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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.
- 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



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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.
- 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.



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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.



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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 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



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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.

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



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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.

AND WHEREAS



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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 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



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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. _____



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SECTION III

5. FORMS AND FORMATS



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SR. NO. DESCRIPTION

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- i) F – 1 : Bidder's General Information
- ii) F – 2 : Bid Form
- iii) F – 3 : Bidders Financial Details
- iv) F – 4 : Proforma for Bank Guarantee for EMD / Bid Security
- v) F – 5 : Letter of Authority
- vi) F – 6 : No Deviation Confirmation
- vii) F – 7 : Certificate
- viii) F – 8 : Details of similar work done during past ten years
- ix) F – 9 : Check List for Agreed Terms and Conditions
- x) F – 10 : Proforma of Bank Guarantee for Contract Performance Security

2) LIST OF FORMATS

- i) Tender Acceptance Letter
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FORM F-1

BIDDER'S GENERAL INFORMATION

- 1.1 Firm Name : _____
- 1.2 Number of Years in Operation : _____
- 1.3 Registered Address : _____

- 1.4 Operation Address : _____
(if different from above) _____

- 1.5 Mobile Number : _____
- 1.6 Telephone Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.7 E-mail address : _____
- 1.8 Website address : _____
- 1.9 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.10 Contact Person Details
- Name : _____
- Mobile No : _____
- Email ID : _____
- 1.11 ISO Certification, if any : _____
{If yes, please furnish details}
- 1.12 Whether Supplier / Manufacturer / Dealer / Trader / Service Provider: _____
- 1.13 Types of material / service provided _____

(Stamp & Signature of Bidder)



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Sheet 2 of 2

- 1.14 Bank's Name : _____
- 1.15 Bank's Branch : _____
- 1.16 Bank account Number : _____
- 1.17 Account type : _____
- 1.18 IFSC Code : _____
- 1.20 Type of Firm: Proprietary/
Partnership/ PVT/Public Ltd. : _____
- 1.21 If others, please specify : _____
- 1.22 Details of Directors/
Proprietors/ Partners : _____
- 1.23 PAN No : _____
- 1.24 EPF No : _____
- 1.25 MSME category, if applicable
- (i) Type of Enterprises : _____
(Micro / Small / Medium)
- (ii) MSME / NSIC Reg. No. : _____
- 1.26 GST Registration no. : _____
(If registered)
- 1.27 If GST unregistered (Reason): _____
(Turnover threshold / Providing exemption goods or services / Others, please specify)

(Stamp & Signature of Bidder)



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FORM F-2

BID FORM

To
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

After examining/ reviewing the Bidding Documents for _____,
including technical specifications, drawings, General and Special Conditions of Contract and
schedule of rates etc. The receipt of which is hereby duly acknowledged, we, the undersigned,
pleased to offer to execute the whole of the Job of
_____ and in conformity with, the said Bid Document,
including Addenda Nos. (if any).

We confirm that this bid is valid for a period of four (4) months from the date of opening of
Techno-commercial Bid, and it shall remain binding upon us and may be accepted by any
time before the expiration of that period.

If our bid is accepted, we will provide the performance security equal to 10% (ten percent) of
the Annualized Contract Price / order value, for the due performance with in fifteen days of
such award.

Until a final Agreement is prepared and executed, the bid together with your written
acceptance thereof in your notification of award shall constitute a binding Agreement between
us.

We understand that Bid Document is not exhaustive, and any action and activity not
mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid
Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically
excluded and we confirm to perform for fulfillment of Agreement and completeness of the
Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may
receive.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135

Sheet 1 of 2

FORM F-3

BIDDERS FINANCIAL DETAILS

Date: _____

Bidders Legal Name: _____

i. Annual Turnover data for the last 3 audited financial years.

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1: 2024-25				
Year 2: 2023-24				
Year 3: 2022-23				

* Exchange Rate is applicable in case of currency is other than INR.

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.

ii. Annual Net-worth data for the last 3 years

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1: 2024-25				
Year 2: 2023-24				
Year 3: 2022-23				

* Exchange Rate is applicable in case of currency is other than INR.

1. Net Worth = Reserves + Capitals – Accumulated Loss

**Bidder must submit CA Audited (with UDIN No) Financial Year wise
Statements supporting above.**

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMh capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

Bid No.: MNGL/CP/2025-26/135

Sheet 2 of 2

iii. Financial Data for last Audited Financial Year

Sr. No.	Description	Financial Year (2024-25)		
		Amount	Exchange Rate (*)	Amount (INR) (*)
1.	Current Assets			
2.	Current Liabilities			
3.	Working Capital (1-2)			
4.	Net Worth Owners' funds (Paid up share capital and Free Reserves & Surplus)			
5.	Profits before taxes			
6.	Return on Equity (5/4) x 100			

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
2. All such documents reflect the financial situation of the bidder, and not sister or parent companies.
3. Historic financial statements must be audited by a certified accountant.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Bidder must submit CA Audited (with UDIN No) Financial Year wise Statements supporting above.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCM capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135

FORM F-4

Sheet 1 of 2

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. Ref: Date

To
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd 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.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 2023 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135

Sheet 2 of 2

**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 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.

**NOTE: Bidder to Submit Bank Guarantee along
with SWIFT statement and it is mandatory.**



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCMh capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135

FORM F-5

**LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

Date:

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

We _____ (Name of Bidder) 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

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Nanded & Nizamabad GA's of MNGL.**

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FORM F-6

NO DEVIATION CONFIRMATION

EXCEPTION AND DEVIATION STATEMENT

Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

SR. NO.	CLAUSE NO.	PAGE NO. OF TENDER DOCUMENT	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.

NOTE - In case of no exceptions / deviations, bidder needs to mention "No Deviations" in above table. Blank table with sign and stamp of the bidder to be presumed as "No Deviations" taken by the bidder.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

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Electric Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135

FORM F-7

CERTIFICATE

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd 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.”

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

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FORM F-8

DETAILS OF SIMILAR WORK DONE DURING PAST TEN YEARS

Description of the work	Location of the work	Full Post Address and Phone nos. of Client & Name of Officer-in charge	Value of Contract	Date of Commencement of work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of letter of award and completion certificate for the above works to be enclosed.

The work completed earlier than three years need not be indicated here.

The list of work, not of similar nature need not be indicated here.

Failing to comply aforementioned instructions may lead to rejection of bid.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
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FORM F-9

CHECK LIST FOR AGREED TERMS AND CONDITIONS

Sr. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price & Delivery Basis	FOT- MNGL Store basis at various Locations
2.	Firm & Fixed Prices (As per Tender document)	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	All Taxes, duties, levies, etc. included in price	Included
5.	Packing & Forwarding is Included in unit price	Included
6.	Delivery period (As per Tender document)	Accepted
7.	Guarantee/ Warranty Clause	Accepted
8.	Price Reduction Schedule as per Tender document	Accepted
9.	Term of Payments (As per Tender document)	Accepted
10.	Contract-Cum-Equipment Performance Bank Guarantee to be submitted as per tender document	Accepted
11.	Firm Price - during the entire duration of contact (As per Tender document)	Accepted
12.	Validity of bid & bid security	Accepted
13.	Bid Security (EMD) & Details of EMD	Submitted
14.	Price Quoted as per SOR.	Yes
15.	Deviation / exception Form 5	Yes
16.	Defect Liability Period/ Warranty	Accepted
17.	Goods & Service Tax	Included
18.	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

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Bid No.: MNGL/CP/2025-26/135

Sheet 1 of 2

FORM F-10

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

TO:

M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

M/s _____ have been awarded the work of
_____ for Maharashtra Natural Gas Limited, PUNE vide
SO 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

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Sheet 2 of 2

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 _____ 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.

**NOTE: Bidder to Submit Bank Guarantee along
with SWIFT statement and it is mandatory.**



**MAHARASHTRA NATURAL
GAS LIMITED**

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Electric Motor driven 250 SCMH capacity Hydraulic Booster
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Nanded & Nizamabad GA's of MNGL.**

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FORMAT TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Raod, Baner,
Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Tender Title: _____

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 too 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 blacklisted/ debarred/ terminated/ banned by any MNGL/MoP&NG/Oil Public Sector Enterprise(s) undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that 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,

(Stamp & Signature of Bidder)



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FORMAT FOR UNDERTAKING FOR LAND BORDER WITH INDIA

(To be given on Company Letter Head)

Date: _____

To,
M/s Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045

Sub: Provisions for Procurement from a Bidder which shares a land border with India

Tender No:

Tender Title:

Dear Sir,

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:

Bidder to tick (✓) or (x), the appropriate option below :

(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)

We hereby certify that, we fulfil all requirements in this regard and is eligible to be considered against the subject tender.

(Stamp & Signature of Bidder)



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Sheet 1 of 2

FORMAT FOR SUBMISSION OF BID (COVERING LETTER FOR BID)

(To be given on Company Letter Head)

Date: _____

From:

M/s

To:

M/s Maharashtra Natural Gas Limited

Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045

Sub: Submission of Bid

Tender No:

Tender Title:

1. I/We hereby tender for execution of the SUPPLY / SERVICES / WORKS as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of SUPPLY / SERVICES / WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs. I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion as stipulated in the said "Time Schedule" of completion of jobs.



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Sheet 2 of 2

3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

MEMORANDUM

- (a) General Description of Work _____

- (b) Earnest Money Rs _____
(Rupees) _____

The Earnest Money is payable in the manner set out in para 5 below.

The Earnest Money, if the tender is accepted, will be adjusted against the Contract Performance Bank Guarantee (CPBG), when Earnest Money is paid by demand draft only.

- (c) Contract Performance Bank Guarantee (CPBG) Amount as specified in tender document which will be paid in the manner set out in the General Conditions of Contract.

4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.

5. I/We hereby pay the Earnest Money of Rs _____
(Rupees _____)
in Bank Demand Draft/Bank Guarantee No. _____ issued
by _____ (name and office of the State Bank of India or
any Nationalized Bank) in favour of Maharashtra Natural Gas Limited, Pune.

6. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by OWNER towards the Contract Performance Bank Guarantee (CPBG) specified in (3) above. The said OWNER shall also be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

I/We enclose herewith evidence of my/our experiment of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma and also the Income- Tax Clearance Certificates.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

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FORMAT FOR DECLARATION

(To be given on Company Letter Head)

To,
M/s. Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Subject:

We confirm that we are not under any liquidation, court receivership or similar proceedings.

I / We do hereby confirm that our Firm has not been put on Black / Holiday list by MNGL /
MoP&NG / Oil Public Sector Enterprise(s).

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

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FORMAT FOR DETAILS OF LITIGATION

(To be given on Company Letter Head)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
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FORMAT FOR SUPPLY RECORDS FOR MEETING BEC

(To be given on Company Letter Head)

Sr. no.	Purchase no.	Order	Purchaser Name	Ordered Quantity	Supplied Quantity	IRN no./ DCN/ Taxable Invoice no.	Sr. No. of pages
(1)	(2)		(3)	(4)	(5)	(6)	(7)

Bidder shall submit this form along with relevant document with proper numbering.

For tenders having various items/ parts, bidder to submit separate format for each item/ part quoted.

(Stamp & Signature of Bidder)



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FORMAT FOR BIDDER'S PRE-BID QUERIES

(To be given on Company Letter Head)

To,
M/s. Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Subject:

Sr. no.	Section / Tender page no.	Clause no.	Subject	Bidder's Query

NOTE: The Pre-Bid Queries may be sent by e-mail, before the pre-bid meeting due date, to MNGL. An editable copy of queries may be enclosed while sending signed pre-bid queries.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMH capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

Bid No.: MNGL/CP/2025-26/135

Sheet 1 of 2

FORMAT FOR COMMERCIAL QUESTIONNAIRE

(To be given on Company Letter Head)

Date: _____

Sub: Bidders confirmation to Commercial Questionnaire

Tender No:

Tender Title:

Note:

- 1) The Bidder shall submit reply to each query.
- 2) The bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supercede the stipulation mentioned elsewhere in the Bid.

Sr. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) months from the last date of submission of Bid.	
2.	Confirm that the following documents are submitted:	
i)	All documents in relevant sections as per CHECK LIST	
ii)	Schedule of Rates/ Prices without specifying the rates/ prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
3.	Rates/ amount must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
4.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
6.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.	Confirm your acceptance for 'Scope of Supply or Scope of Work' as mentioned in Bidding Document.	



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Sr. No.	MNGL's Query	Bidder's Reply/ Confirmation
8.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i)	Contract Performance Security	
ii)	Arbitration	
iii)	Termination	
iv)	Terms of Payment – as per tender document	
v)	Price Reduction Schedule – As per SCC & GCC	
9.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

(Stamp & Signature of Bidder)



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**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS
INADEQUATE/NEGATIVE**

(To be provided on Bank's letterhead)

Date:

To,
M/s. Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Dear Sir,

This is to certify that M/s (Name of the bidder with address)
(Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for MNGL's Tender no.
..... Dated for (Name
of the supply/work/services/consultancy) and as per the terms of the said Tender they must
furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s (Name of the Bank with address) confirms availability
of line of credit to M/s (Name of the bidder) for at least an amount of Rs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent
USD) and the undersigned is authorized to issue this certificate.

Yours truly.

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp



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CHECK LIST FOR BIDDERS

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Documents.

Sr. No.	Description	Submitted	Not Submitted
1)	EMD/Bid Security payment details	<input type="checkbox"/>	<input type="checkbox"/>
2)	Duly Signed and Stamped Annexure-I to IFB	<input type="checkbox"/>	<input type="checkbox"/>
3)	Submission of Bid	<input type="checkbox"/>	<input type="checkbox"/>
4)	Documents for qualification of BEC - Technical.	<input type="checkbox"/>	<input type="checkbox"/>
5)	Documents for qualification of BEC - Financial.	<input type="checkbox"/>	<input type="checkbox"/>
6)	Line of credit for Negative Working Capital.	<input type="checkbox"/>	<input type="checkbox"/>
7)	Duly filled, signed and stamped Forms and Formats.	<input type="checkbox"/>	<input type="checkbox"/>
8)	Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.	<input type="checkbox"/>	<input type="checkbox"/>
9)	Addendum, Corrigendum and Other Documents if any.	<input type="checkbox"/>	<input type="checkbox"/>
10)	Copy of GST Certificate and PAN Card.	<input type="checkbox"/>	<input type="checkbox"/>
11)	Copy of PF and ESIC Registration Certificates	<input type="checkbox"/>	<input type="checkbox"/>
12)	Cancelled Cheque / Bank Mandate.	<input type="checkbox"/>	<input type="checkbox"/>
13)	Partnership Deed in case of partnership firm and Article of Association in case of limited company.	<input type="checkbox"/>	<input type="checkbox"/>
14)	Duly signed and stamped copy of Unpriced Schedule of Rates (Unpriced SOR).	<input type="checkbox"/>	<input type="checkbox"/>

(Stamp & Signature of Bidder)



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SECTION IV

6. SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is an ambiguity, conflict and contradiction between SCC and GCC, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 DEFINITIONS

As specified in GCC.

2.0 INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as specified in Technical Specifications. However, without prejudice to the provisions of technical specifications following shall hold good:

- 2.1 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 2.2 The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.
- 2.3 The Purchaser's right to inspect, test and wherever necessary reject the material after the material's arrival in the Purchaser's place shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from the country of origin.
- 2.4 The Purchaser or appointed Third Party Inspection Agency (TPIA) shall carry out the final inspection at supplier's works as per approved ITP. TPIA charges shall be borne by Purchaser. However, successful bidders shall make necessary arrangement for inspection at their own cost.

3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

Not Applicable

4.0 PROJECT SCHEDULING AND MONITORING SYSTEM

4.1 General

The Contractor shall attend Management Level Review Meeting once in a month or as and when required with agenda of progress achieved and major hold-ups at Owner's office. Monthly Review Meeting will be held at OWNER'S OR CONTRACTOR'S office with agenda of progress and holds in engineering, procurement and construction programme for next month.



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4.2 Expediting, Inspection and Testing

Contractor shall be responsible for all expediting and inspection. Copies of Contractor's expediting and inspection reports shall be forwarded periodically to Owner for information. Contractor shall ensure the Owner's right of inspection in contractor's shop during the manufacturing or fabrication of equipment and other components. Contractor shall inform Owner promptly of any problems encountered in regard to quality or delivery and of steps taken by the Contractor to overcome such problems. Contractor shall furnish schedule of dates for factory tests of all supply items enabling Owner or its authorised representative to witness the tests.

Immediately after award of work, Contractor shall submit the QAP, Inspection and Test plan, in line with contract requirement, for approval. Owner will bear expenses of their representative for visiting any inspection and expediting.

4.3 In no eventuality, any deviation from the above specified mode of inspection will be acceptable and the equipment(s) shall be tested as a package for their faithful performance at the shop floor as per the ordered parameter and in no circumstances shall be allowed to be tested in pieces or stages or at places during the factory inspection by third party Inspection Agency/the Owner/Consultant.

4.4 Dispatch of Supply: In no case, the material shall be dispatched from the supplier's premises unless the inspection done by the third party / consultant on behalf of the owner is duly accepted and acknowledged by the Owner and due "despatch clearance" is issued by the Owner. Owner reserves the right to reject the material if it is not found to be complying to Guaranteed parameters and other technical specifications of the contract.

For obtaining despatch clearance, bidder shall send all documents including IRN to Engineer-in-charge and C&P, MNGL.

5.0 RECORDS OF CONTRACT DOCUMENTS

5.1 The Contractor shall keep on each site at least three copies of each and every drawing, specifications and Contract Document in excess of his own requirement and those copies shall be available at all times for use by the Owner's Representative and by any other person authorised by the Owner's representative.

6.0 INTELLECTUAL PROPERTY – SECRECY

6.1 Neither the Owner nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner all drawings, plans,



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specifications and other documents supplied to the contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

7.0 STATUTORY APPROVALS

- 7.1 The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractors on production of documentary evidence.
- 7.2 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

8.0 WATER AND POWER SUPPLY

- 8.1 Water and Power supply may be provided during testing & commissioning of compressor by the Owner at Owner's premises, based on the availability of the water and power supply. However, if water and power supply is not available at site, same shall be made available by the vendor at its own cost for commissioning and testing of the package.

9.0 LABOUR LICENCE

- 9.1 Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 and amendment thereof, if any, and furnish copy of the same to Owner. Licence shall be valid till the validity of contract.

10.0 PROVIDENT FUND

- 10.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.
- 10.2 In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall deduct 16 (Sixteen) % of the payable amount from Contractor's running bill and retain the same



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as a deposit. Such retained amounts shall be refunded to contractor on production of RPFC challan/receipt for the period covered by the related running bill.

11.0 CO-ORDINATION WITH OTHER AGENCIES

- 11.1 The Contractor's responsibility covers the co-ordination of all the works involved and the expenses of site mobilization and demobilization including clearing activities. The quoted rates for various items are deemed to have appropriately catered for these and no separate claim whatsoever is admissible.
- 11.2 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action/inaction of the contractor. Proper co-ordination with other agencies shall be Contractor's responsibility.

12.0 INCOME TAX

- 12.1 Income Tax along with surcharge of Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's bills as per applicable laws in India and Tax Deduction at Source (TDS) certificate shall be issued.
- 12.2 Any reduction in Taxes and duties at the time of supply shall be passed on to Owner. However, any increase in rate of taxes and duties and imposition of any new levy/ tax at the time of supply after contractual completion period shall be borne by Contractor.

13.0 ADVANCE

- 13.1 No advance shall be paid under the contract.

14.0 TERMS OF PAYMENTS

- 14.1 Payment towards Supply (Compressor Package)

Through direct payment within 45 days from date of receipt of invoice.

- i) **90% (Ninety Percent) Payment** shall be released against receipt of materials at site on submission of dispatch documents, manufacturer's certificates, invoice, packing list, insurance policy, guarantee/warranty certificate, inspection release note, Goods Receipt Voucher (GRV) & dispatch clearance issued by the Owner.
- ii) **10% (Ten Percent) Payment** shall be released after successful completion of installation, Testing and Commissioning of each Hydraulic Booster Compressor package at the site and Acceptance thereof by the OWNER and after successful Performance Acceptance Test at site and acceptance by owner for each compressor.

In case Installation, Testing & Commissioning and Performance Acceptance Test could not be executed within 120 days from the date of receipt of compressors at site/store due to reasons attributable to Purchaser, the 10% payment shall be released



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after any deduction against PRS clause and on submission of undertaking from the bidder that bidder will do erection, testing and commissioning of compressors as and when client intimates.

- 14.2 Payment towards Transportation charges.
100% payment towards Transportation shall be payable after receipt of material at MNGL site / store.
- 14.3 Payment against Installation, Testing & Commissioning:
100% payment towards Testing & Commissioning shall be payable within 45 working days (Forty-Five working days) after submission of invoice duly certified by the Engineer-In-Charge.
- 14.4 Payment against Performance Acceptance Test:
100% payment towards Field Performance Test shall be released within 45 days (Forty-five working days) after submission of invoice duly certified by the Engineer-In-Charge.
- 14.5 Payment against Comprehensive Maintenance:
On pro-rata monthly basis, against monthly invoices duly certified by Engineer-in-Charge within 45 (Forty-Five working days) working days from the date of submission of bills to the OWNER.

15.0 DELIVERY AND DOCUMENTS

- 15.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through fax/mail the documents specified in clause 16 below. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant.
- 15.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- 15.3 The Bidder to ensure that Purchase order and Letter or Credit No (if applicable) must be appearing in LR/ GR/Bill of Lading/ Airway bill no., Invoices and Packing List. Bidders to also ensure that description of goods in all the despatch documents should be exactly same as per the Purchase Order.
- 15.4 Original Invoices shall be directed to following address for its further processing. The Suppliers shall send duplicate copy along with consignment.

General Manager (C&P),
M/s. Maharashtra Natural Gas Ltd.,
2nd Floor, Pride Purple Coronet,
Baner Road, Baner, Pune – 411045

16.0 SHIPMENT

- 16.1 The Bidder shall make shipment only after obtaining despatch clearance from Purchaser. For getting despatch clearance, bidder has to submit inspection release



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note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser (GM – C & P).

17.0 COMPREHNSIVE MAINTENANCE REQUIREMENT

17.1 Sub-Letting

No part of supply portion of this contract nor any share or interest therein in any manner or extent, will be transferred, assigned, or sub-let, directly or indirectly to any person/firm or organization. However, Comprehensive Maintenance may be sublet after taking the due approval from MNGL.

17.2 Compliance of Laws

The contractor deploying 20 (Twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required.

The contractor (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The contractor shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the duty/responsibility of the contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

The contractor shall arrange for insurance of all this worker engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the contractor and /or security deposit.



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17.3 The Engineer- In- Charge Shall Have Power To

- a) Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.
- b) During the concurrency of this contract, OWNER can increase and/or decrease the number of the services / technicians to meet contractual requirements.
- c) Order the contractor to remove or replace any workman whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

17.4 Repatriation and Termination

OWNER shall reserve the right at any time during the concurrency of the contract, to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site/office occupied by him immediately.

MNGL reserves the right to cancel / terminate the PO, if the bidder is unable to deliver the material within specified timeline (i.e. Delivery schedule for respective lot + 10 weeks i.e. Maximum allowable period) for the undelivered quantities.

17.5 Indemnity

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA).

17.6 Loading

17.6.1 Loading on quoted prices shall be done as per tender Technical Specifications.

17.7 Contractor's Responsibility

The contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative



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17.8 Employment Liability of Contractor

The contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employer for the execution of this contract at any time during/after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Owner's representative.

The contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The contractor shall ensure regular and effective supervision of the personnel deployed by him.

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting, and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.

During the concurrency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor; the contractor shall be liable to pay the compensation to the Owner as may be considered reasonable by the Owner.

18.0 SPECIAL NOTES

18.1 Warranty Period

The warranty shall remain valid for twelve (12) months from the date of successful performance test of compressor package at site. However, if performance test doesn't get carried out, within Ninety days (90 days) or 400 hrs of commercial operation (whichever is earlier), for reasons directly attributable to client/purchaser, then warranty period shall start from the date of completion of 30 days or 400 hours of successful commercial operation subject to issue of certificate by MNGL for the commencement of commercial operation.

OR

Eighteen (18) months from the date of delivery of last compressor of each lot at MNGL store / site, whichever is earlier.



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18.2 Comprehensive Maintenance Period

Bidder shall provide Comprehensive Maintenance during warranty period. Warranty period shall be as defined in tender document. Further bidder shall provide & comprehensive maintenance during warranty period & further 09 (Nine) years from the date of end of warranty period. However, maximum duration of contract for comprehensive maintenance during warranty and post warranty period shall be limited to 126 months from the date of receipt of last Compressor of each lot at MNGL store / site.

In case a compressor package is commissioned after six months from the receipt of last package of that lot for any reason attributable to Purchaser, the comprehensive maintenance rates for that particular period (year) will be applicable. First year rates of Comprehensive maintenance will be valid during the warranty period. Rates for second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth year will be valid for each year from the date of expiry of warranty period. The total validity of AMC shall however be limited to 126 months from the date of receipt of last compressor package of each lot at MNGL store / site.

In case a compressor package is commissioned after six months from the date of receipt of last package of lot for any reason attributable to Purchaser, the comprehensive maintenance rates applicable for that particular period (year) will be applicable.

The comprehensive maintenance period may be extended beyond the above-defined period for another 5 years on sole discretion of MNGL as per tender terms.

- Bidder shall provide preventive maintenance schedule based on running hours/ periodicity of the compressor package.
- Old spares removed during any type of maintenance activity will be submitted to MNGL by vendor. However, vendor will have to take care for disposal of consumables like waste oil, O Rings, Gaskets, Grease, Waste cloth etc. Waste oil collection and disposal in safe manner shall be done by the vendor only.

18.3 Delivery Terms and Schedule

As defined in Annexure I to IFB

18.4 Contract Cum Equipment Performance Bank Guarantee

Within fifteen (15) days of receipt of the respective Purchase Order, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) as follows:

- A. **For Supply, installation & commissioning and Performance Acceptance Test:** equivalent to 10% of respective Delivery Order Value inclusive of all taxes, duties and charges towards supply, packing & forwarding, Transportation, Installation, Commissioning & PAT.



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B. For Comprehensive Maintenance Services:

CPBG equivalent to 10% of Annualized Order Value for comprehensive maintenance inclusive of all taxes, duties and charges on a yearly basis (annualized i.e. total order value divided by Maintenance period).

If the material supplied by contractor does not meet the guaranteed parameters and other requirement as per technical specification of contract consistently during operation at site, MNGL will revoke the Contract Cum Equipment Bank Guarantee, at its sole discretion.

The CPBG on a non-judicial stamp paper as per the pro forma enclosed of appropriate value in the form of DD or BG from Nationalized/Scheduled bank shall be valid for 90 days beyond the expiry of contract period. The claim period of CPBG shall be 01 months beyond the expiry date of BG validity. The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the MNGL which may arise during the execution of the contract and a confirmation that contractor has cleared all its dues pertaining to the contract and all liabilities etc., in addition indemnifying MNGL against any future claims, if any.

The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.

19.0 PRICE REDUCTION SCHEDULE

- 19.1 In case there is delay in delivery of goods / completion of the work/services attributable to the supplier / contractor / service provider, the supplier / contractor / service provider shall pay as compensation for delay and not as penalty in form of price reduction as detailed here under.
- 19.2 If the supplier / contractor / service provider fails to deliver any or all of goods or performance of the work/service within the time period(s) specified in the Order, MNGL shall without prejudice to any other remedy(s) under the Order, reduce the contract value by a sum calculated as mentioned below:

Supply portion: @ ½% (Half Per Cent) per week of delay or part thereof of the value of item being supplied of which default in delivery has taken place.

Installation, Testing and Commissioning and Performance Acceptance Test: @½ % (Half Per Cent) per week of delay or part thereof of the value of work that has been delayed.

Maximum PRS will be 10% of the value of each Delivery Order of Supply, Installation, Testing and Commissioning and Performance Acceptance Test.
The contract value to be considered for application of PRS shall be inclusive of all taxes and duties.

- 19.3 The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay / breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or



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damages caused by such delay / breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

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

20.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)

Not Applicable

21.0 VOID

22.0 PERIOD OF CLAIM ARISING OUT OF CONTRACT

The Supplier/ contractor shall submit to MNGL, any claim arising out of the contract or otherwise within a period of 30 days from the date of cause of action of the said claim. The supplier/ contractor shall be deemed to have waived its rights to claim the same, if not raised within 30 days of cause of action of said claim. The said claim, if not raised within 30 days, cannot be taken up at any forum by the supplier/ contractor including arbitration. This provision shall be incorporated in the bid documents as terms & conditions of contract.

23.0 INSURANCE

- 23.1 Transit insurance will be in bidder's scope.

24.0 CORRESPONDING ADDRESS

24.1 Purchaser:

General Manager (C&P),
M/s. Maharashtra Natural Gas Ltd.,
2nd Floor, Pride Purple Coronet,
Baner Road, Baner, Pune – 411045
Telephone: +91 (020) 25611190
E-mail: gasaid@mngl.in

25.0 DOCUMENT PRECEDENCE

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the



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following shall prevail to the extent of such irreconcilable conflict in order of precedence.

1. Letter of Acceptance
2. Schedule of Rates as enclosures to Letter of Acceptance
3. Special Conditions of Contract
4. Job / Particular Specifications
5. Scope of Work
6. Drawings
7. Technical / Material Specifications
8. General Conditions of Contract
9. Indian Standards
10. Other applicable Standards

26.0 REPEAT ORDER

MNGL reserves the right to place order for 'up to 50% of the original quantity' on the supplier on whom the order was originally placed with the same terms and conditions of the original order within 6 months from the date of order.

27.0 FORCE MAJEURE

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 respective parties.

- (i) The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, unprecedented floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the owner and the contractor, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods.
- (ii) 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 7 (seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- (iii) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has adversely affected the overall completion schedule.
- (iv) 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 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually.



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- (v) If during the concurrence 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 affects 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 endeavour to complete the execution of the work, provided always that the owner shall be entitled, at any time after such outbreak of war to terminate the contract by giving notice in writing to the contractor and upon such notice being given the contractor shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- (vi) 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 remove similar facilities of his sub-contractors.

28.0 TERMINATION AND FAILURE CLAUSE

- 28.1 Time and date of delivery shall be the essence of the contract.
- 28.2 If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract
- 28.3 Termination of the contract as provided for above shall not prejudice or affect the rights of the owner, which may have accrued up to the date of such termination.
- 28.4 Termination and failure may also attract provisions of Holiday Listing Policy.

29.0 TERMINATION FOR DEFAULT

- 29.1 The following provisions shall be applicable:

Except for the cases of Force Majeure, if the Contractor fails to execute the work or any 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 owner at its option by written notice to the Contractor:

- i. 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 Owner on that behalf, where upon the Contractor shall stop forthwith any of the



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Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, 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 Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.

- ii. 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 and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.
- iii. Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

29.2 The Owner shall also have the right to proceed or take action as per 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 Owner to give any prior notice to the Contractor.

29.3 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.

29.4 Failure by Contractor

Following provisions pertaining to execution of work shall be applicable:

- (i) Failure by the contractor to comply with the provisions of the contract: Owner has reserved an option to determine the contract, the security deposit furnished by the contractor is liable to be forfeited as also the excess cost which may become payable by the owner in getting the work executed, through an alternative agency, may be recovered from the contractor.
- (ii) Failure of contractor to execute the work as per contract: If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer In-charge or if the contractor fails to carry



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out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or 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 each of the above mentioned cases the owner shall have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants 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 work men or to relate the same upon any terms and to such other person, firm or corporation as the owner 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 for the Engineer In charge to be reasonable.

The above provisions expressly provide for owner's right to take possession on site and work in whatever condition the same exists at the time of breach or breaches as listed herein above may have been committed by the contractor. The clause further provides that in getting the job executed any additional payments or extra cost incurred shall be recovered from the dues of the contractor.

- (iii) Owner may do part of work: In case the contractor shall fail to comply with any instructions given in accordance with the provisions of contract, owner has the alternative right instead of assuming charge of entire work to place additional labour force, tools, equipment and materials on such parts of the work as the owner may designate or also engage another contractor to carry out the work. In such a case the owner shall deduct from the amount which otherwise might become due to the contractor the cost of such work and material with 10% added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor is contractually bound to pay the difference to the owner.
- (iv) Replacement of defective parts and materials: Owner reserves right to make good, alter, reconstruct or remove such works as may be found to be defective or unsound or imperfect or inferior to the quality specified. The owner is required to give a notice to the contractor for 7 days to remove any defects or deficiencies, pointed out in the said notice and upon failure of the contractor to do so to proceed with the above-mentioned remedies. In the event of the owner taking charge of repairs / replacements as aforesaid, the cost incurred thereon becomes recoverable from the contractor.



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- 29.5 The clause under reference further provides for the contractor's full and extreme liability to be satisfied by the payments to the owner of extra costs 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 owner for such replacements and the contract price portion for such defective plants and repayments of any sum payable by the owner to the contractors in respect of such defective plant.
- 29.6 In terms of the aforementioned provisions of the contract MNGL, in exercise of its rights under the contract, may come across situations, where it may have to take a part of work off from the contractor and get the same done through an alternative agency. However, such off-loading of work can be in part or it can be for the entire work awarded to the contractor and the decision in this regard would rest on various factors having major effect on such decision. Some of the factors are the progress of work at site, poor mobilization of resources, frequent defects in the executed work, financial constraints of the contractor and ill behaviour of the representatives of the contractor.
- 29.7 The contractual conditions amply provide for recovery of any sums spent in excess of contract value for getting the work executed through an alternative agency.
- 29.8 Inspection and Rejection of goods by Consignee When goods are rejected by consignee, the supplier shall be intimated promptly with the details of such rejected goods with reasons, also giving locations where such goods are lying at the risk and cost of the party. The party will be called upon either to remove the goods or to give instructions to its disposal within 14 days and in case of dangerous and perishable goods within 48 hours failing which the consignee will return the goods to the party on freight to pay or dispose it at the site on contractor's risk and cost. The purchaser shall be entitled to recover handling and storage charges for the period during which the rejected goods are not removed @ 5% of the value of goods for each month or part of a month till the rejected goods are finally disposed off.

30.0 RESOLUTION OF DISPUTE (ARBITRATION)

Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.

Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.

If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration



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proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.

The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by MNGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from MNGL shall comprise of persons with the requisite technical expertise and relevant experience.

Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of MNGL or of any other public sector entity or with regard to such persons holding shares in the Company.

If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by MNGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and MNGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Pune and shall be conducted in English Language.

The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.

The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.

31.0 GROUNDS OF TERMINATION

MNGL shall be at liberty to terminate the contracts at its sole discretion on any of the following grounds:

- (i) If the contractor has got the contract by fraudulent means or suppression of material fact, which would have bearing on the award of contract.
- (ii) The contractor goes insolvent
- (iii) If the continuance of the business is stopped by any court of law or any authority of Government.
- (iv) In case the contractor is the company and has been wound up by the court.
- (v) In case of proprietorships firm, if the firm gets dissolved.



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- (vi) In case of partnership firm, if the partner goes mentally insane.
- (vii) The contractor breaches any of the provision of the contract then MNGL shall have liberty to terminate the contract.

The termination of the contract should be done after following the due process as per provisions of the contract.

32.0 SUBLETTING AND ASSIGNMENT

The contractor shall not, save with previous consent in writing of the owner i.e. MNGL, 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.

33.0 APPLICABLE LAW

The contract shall be governed and interpreted in accordance with laws of India and court of competent jurisdiction of Pune shall have exclusive jurisdiction to try such suits.

34.0 ISSUE OF ESSENTIALITY CERTIFICATE

No essentiality certificate shall be issued by MNGL.

35.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

Contractor/ supplier agrees for withholding from wages and salaries of its agent's servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor/ supplier is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor/ supplier further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor/ supplier will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor/ supplier's and his sub-contractor/ supplier(s) and expatriate employees.

36.0 FALL CLAUSE

Fall clause shall be applicable for this tender as per the relevant clause in GCC.

37.0 LIEN

Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.



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38.0 COORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor/ supplier. Proper coordination with other agencies will be Contractor/ suppliers responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor/ supplier.

39.0 STORAGE AND PRESERVATION

Contractor shall be fully responsible for safe custody, storage and preservation of all the supplies and materials/equipment required for carrying out the work until handing over of the complete facility to the Purchaser at site at no extra cost.

If required, materials /equipment shall be stored in Purchaser's designated store till further handing over the supplies, materials /equipment's to contractor for installation, testing, erection of the equipment's.

After taking over the equipment/materials from purchaser, contractor shall be fully responsible for safe custody, storage, insurance and preservation of all the supplies and materials/equipment required for carrying out the work until handing over of the complete facility to the Purchaser.

Further, activities like loading/ unloading at store as well as at site, re- transportation of material, equipment, tools & tackles etc. until handing over of the complete facility to the Purchaser shall be arranged by contractor and in case of re-transportation, payment shall be made as per SOR items relevant for the same.

Note: After unloading at site/ store & processing of documents, compressor watch & guard and insurance will be in scope of MNGL. However, preservation will be in scope of vendor including guarantee/ warranty as per clause no. 20.0 of GCC

40.0 LOCAL CONDITION

It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.

It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.



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The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkey's philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.

The Purchaser/Consultant will not provide any power and water connection, and the Contractor/ supplier shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.

Other terms and condition will be applicable as specified elsewhere in General Condition of Contract and Instruction to bidder.

41.0 DEDUCTION AT SOURCE

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.

Owner will release the payment to the Contractor/ supplier after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

42.0 SEPERATE CONTRACTS FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING AND COMPREHENSIVE MAINTENANCE

Two separate contracts shall be issued to successful bidders against this tender as below:

- i) Supply, Installation, Commissioning, Testing
- ii) Comprehensive maintenance Services



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SECTION - IV

7. SCHEDULE OF RATES (SOR) – INSTRUCTIONS



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SCHEDULE OF RATES (SOR) – INSTRUCTIONS

“Schedule of Rates (SOR) / BOQ is enclosed on e-tendering portal <https://etenders.gov.in>”

Note:

- a. **Bidder is cautioned that rates are to be quoted in financial bid only i.e., in SOR excel sheet and to be uploaded on above mentioned portal, revealing the rates elsewhere i.e., other than financial bid will result in rejection of the bid.**
- b. Evaluation and award of contract shall be done as specified in Annexure I to IFB.
- c. Bidder must quote the price in the Schedule of Rates format only. Bid submitted with changed format / description is liable to be rejected.
- d. Bidder to quote price for each SOR line item.
- e. Quoted unit rates shall be inclusive of all other charges except GST.
- f. Allowed decimal points in unit rate shall be up to 2 (two) decimal points. Unit rate quoted in negative shall lead to rejection of the bid.
- g. Purchaser reserves the right to decrease/increase the Scope of Work as per provision of Bid document before & after the award of contract.
- h. Bidder must quote for complete scope as detailed in the bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.
- i. **"Prices quoted shall be inclusive of all taxes / duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period. Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account".**

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for procurement of 22 KW
Electric Motor driven 250 SCMH capacity Hydraulic Booster
Compressors for Pune, Nashik, Sindhudurg, Ramanagara,
Nanded & Nizamabad GA's of MNGL.**

Bid No.: MNGL/CP/2025-26/135

SECTION - V

8. MATERIAL REQUISITION & TECHNICAL SPECIFICATION



**MAHARASHTRA NATURAL
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Bid No.: MNGL/CP/2025-26/135

MATERIAL REQUISITION

Tender No. : MNGL/CP/2025-26/135

Project : City Gas Distribution Project of all GAs of MNGL.

Items : Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCM capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

Item No.	Description	Unit	Quantity
1.01	Design, Engineering, Manufacturing, Supply including packaging and forwarding, insurance, custom clearance, handling and unloading at port as well as MNGL's site/store of skid mounted 22 KW Electric Motor Driven 250 SCM Hydraulic CNG Booster Compressor Package, Freight, loading-unloading charges of 22 KW Motor Driven CNG Hydraulic Booster Compressor & auxiliaries.	No.	120
1.02	Special tools & tackles.	No.	120
1.03	Design, Engineering, Manufacturing, Supply (including Packaging and forwarding, insurance, custom clearance, handling and unloading at port as well as MNGL's store/site) of 1.5 KW Electric Motor Driven Air Compressors with dryer and receiver.	No.	120
1.04	Installation, commissioning & field performance test of compressor package at site.	No.	120
2.01	Lump-sum Annual repair & Maintenance charges during warranty period of 1 (One) year, inclusive of all consumables, Manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.02	Lump-sum Annual repair & Maintenance charges for second year i.e. after first year of warranty period, inclusive of all consumables, manpower, spares, lubricants but excluding electric power charges.	No.	120
2.03	Lump-sum Annual repair & Maintenance charges for third year i.e. after first year of warranty period and second year AMC, inclusive of all consumables, manpower, spares, lubricants but excluding electric power charges.	No.	120



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2.04	Lump-sum Annual repair & Maintenance charges for fourth year i.e. after first year of warranty period, second & third year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.05	Lump-sum Annual repair & Maintenance charges for fifth year i.e. after first year of warranty period, second, third & fourth year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.06	Lump-sum Annual repair & Maintenance charges for sixth year i.e. after first year of warranty period, second, third, fourth & fifth year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.07	Lump-sum Annual repair & Maintenance charges for seventh year i.e. after first year of warranty period, second, third, fourth, fifth & sixth year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.08	Lump-sum Annual repair & Maintenance charges for eighth year i.e. after first year of warranty period, second, third, fourth, fifth, sixth & seventh year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.09	Lump-sum Annual repair & Maintenance charges for ninth year i.e. after first year of warranty period, second, third, fourth, fifth, sixth, seventh & eighth year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120
2.10	Lump-sum Annual repair & Maintenance charges for tenth year i.e. after first year of warranty period, second, third, fourth, fifth, sixth, seventh, eighth & ninth year AMC inclusive of all consumables, manpower, spares, lubricants, but excluding electric power charges.	No.	120

Notes:

1. Inspection shall be carried out by Owner or its authorized consultant/ TPI at the Owner's cost.
2. Delivery location of the Compressors may change as per requirement and the same shall be intimated to the supplier before dispatch.



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Bid No.: MNGL/CP/2025-26/135

**TECHNICAL SPECIFICATION
NO. MNGL/TS/BOOSTER COMPRESSOR
FOR
ELECTRIC MOTOR DRIVEN HYDRAULIC
BOOSTER COMPRESSORS**



**MAHARASHTRA NATURAL
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Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMH capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

Bid No.: MNGL/CP/2025-26/128

Introduction

Maharashtra Natural Gas Limited (MNGL) is a Joint Venture Company of GAIL (India) Limited, Bharat Petroleum Corporation Limited and equity participation from Government of Maharashtra thru' MIDC & IGL Delhi. It is a City Gas Distribution company, incorporated in January, 2006 as per directives of MoPNG for the Geographical Areas of Pune, Pimpri-Chinchwad, Chakan, Talegaon and Hinjewadi.

MNGL has successfully secured following three new Geographical Areas in the 9th round CGD bidding invited by Petroleum and Natural Gas Regulatory Board (PNGRB) as a part of Cariness expansion plan:

- 1) Nashik, Dhule & Valsad (except area already authorized) Districts, Maharashtra & Gujarat
- 2) Sindhudurg District, Maharashtra
- 3) Ramanagara District, Karnataka

Also, MNGL has successfully secured following two new Geographical Areas in the 11th round CGD bidding invited by Petroleum and Natural Gas Regulatory Board (PNGRB)

- 1) Nanded GA (Buldana-Parbhani-Nanded Districts)
- 2) Nizamabad GA (Nizamabad-Adilabad-Nirmal-Mancherial-Kumuram Bheem Asifabad-Kamareddy Districts)

1. Scope of work

The intent of this tender is to outline minimum requirement for Design, Engineering, Manufacturing, Assembly, Testing, Supply, Erection, Testing at site, Commissioning, Maintenance & performance run test of "250 SCMH ELECTRIC MOTOR DRIVEN (22 KW) HYDRAULIC BOOSTER COMPRESSORS PACKAGES" comprising of Hydraulic units, variable suction pressure, Fully Automatic & Lubricated Gas compressor Units, cooler, Priority Panel, Instrumentation and Controls, Instrument air/gas piping for whole package (if required), Electrical including local panel as per technical specification of tender.

SCOPE OF SUPPLY / DETAILS OF GAS COMPRESSOR UNITS

Scope of supply will include Design, Engineering, Manufacture, assembly, testing at manufacturer's works, erection, commissioning and field trial runs along with Equipment performance test along with associated electrical, instrumentation etc. as per bid document.

The scope of supply/services to be provided by the bidder shall be inclusive of but not limited to:



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- Design, Engineering, Manufacture, assembly, testing at manufacturer's works, erection, commissioning, field trial runs, Equipment performance test along with associated electrical, instrumentation etc. as per bid document.
- Instrumentation and control system as specified on data sheets, P&ID including Local panel, Console/Local gauge boards, PLC based with HMI.
- Common structural steel skid for the compressor- Motor, cooler, stationary cascade combination and for all auxiliary systems inside acoustic enclosure.
- Air-cooled/ Water Cooled heat exchanger for inter stage and discharge gas.
- Compressor shall utilize preferably separate suction and discharge valves.
- Mass flow meter (Coriolis type) at suction and discharge with integral display for compressor.
- 3 line (2 bank) Priority Panel at Package Discharge.
- All interconnecting oil, gas, water, Air/Gas piping within the compressor package (or outside if required for air compressor, radiator etc.)
- Impulse and pneumatic piping/Tubing for all valves, fittings as specified & required for mounting the instruments.
- Separate Flame proof junction boxes for different type of signals like intrinsically safe signals, alarm, shutdowns, thermocouples, RTDs etc. for interfacing to local panel.
- NRV's for smooth functioning of booster compressor.
- Structural supports within the compressor package for all piping, instruments etc.
- Vendor to provide the pressure switch at the final discharge of the compressor in addition to Pressure Transmitter & Pressure Gauge
- One no. Relief valve at each stage discharge.
- Coalescent Filter at suction & discharge, valves, sight flow indicators, check valves, auto & manual drain traps etc. as required for various auxiliary systems i.e. cylinder lubrication system, cooling water systems etc.
- Coupling/V-belts/pulleys.
- Acoustic enclosure for Compressor package, with two number L.E.L detectors and two UV detectors in the enclosure.
- Inlet and outlet manual and automatic isolating valves for maintenance & emergency.
- Complete Erection, Testing & commissioning of compressor packages.
- Performance test at site
- Supply of all Mandatory spares for erection & commissioning. These spares if not used during commissioning shall be left with the Customer. Vendor to provide list of erection & commissioning spares along with the bid. Balance spares will be retained by the buyer after commissioning of each package.



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- Supply of application program/software (licensed if required) for the compressor package, ladder logic for the software, list of error codes with description for programming the Compressor parameter, parameters set point, 2 copies of Operation & Maintenance Manual with each Machine
- As built drawings and Operation & Maintenance catalogue with each compressor package (Operation & maintenance philosophy, 100% part list with part number, all set points, P&ID's, Electrical drawing along with SLD, Instruments & control system drawing)
- Training of six engineers in two batches at Packager's works. The travelling, boarding and lodging of MNGL's engineers shall be borne by MNGL. Each training module shall span for two days and shall cover the equipment constructional features, operational and maintenance procedures, practical hands on experience on assembling, dismantling etc.

Any modification suggested by the statutory bodies either during drawing approval or during inspection, if any shall be carried out by the bidder without any additional cost and delivery implications.

CONSTRUCTION FEATURES:

Vendor shall give detailed construction features of all the parts and accessories of Gas compressor units being offered, supported by relevant catalogues / leaflets with technical offer.

2. General Data

- | | | |
|------|--|---|
| 2.1 | Compressor type | : Hydraulic, Variable suction, |
| 2.2 | Non-lubricated or Oil lubricated type | : Preferably oil lubricated reciprocating |
| 2.3 | Type of Cooling | : Air/Water cooled |
| 2.4 | No of compression stages | : 02 |
| 2.5 | Maximum intake temperature | : 30 °C |
| 2.6 | Drive type | : Electrical Motor |
| 2.7 | Gas pressure at compressor inlet | : Refer Section |
| 2.8 | Compressor Discharge Pressure | : 250 Kg/cm ² at 49 °C (Max) |
| 2.9 | Compressor Discharge temperatures: | 49°C (After cooler) with ambient air temperature of 40 °C and gas inlet temperature of 40°C |
| 2.10 | Compressor speed | : To be indicated by bidder. |
| 2.11 | Ambient Conditions | |
| | 2.11.1 Ambient temperature | : 10°C to 50°C. |
| | 2.11.2 Maximum relative humidity | : 100 % |
| | 2.11.3 Altitude | : 20Mtr (MSL) |
| 2.12 | Required guaranteed capacities of electric motor driven hydraulic booster compressor packages at rated suction pressure and discharge pressure as mentioned below. | |



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Sr No	Guaranteed Parameters	Bidder to indicate
1	Average flow capacity (over full range of suction pressure from 200 kg/cm ² to 30 kg/cm ² varying on continuous basis). Bidder to indicate: required 400 SCMh	
2	Electric power consumption in KWH with no (+) tolerance with overall full range of suction pressure (from 200 kg/cm ² to 30 kg/cm ² varying on continuous basis) to compress 400 SCMh gas with no (-) tolerance without air compressor and exhaust fan for loading and penalty purpose * (shall lie between 17 to 21 KW)	
3	Minimum flow capacity corresponding to suction Pressure of 200 kg/cm ² : bidder to indicate	
4	Minimum flow capacity corresponding to suction Pressure of 30 kg/cm ² : bidder to indicate	
5	Minimum flow capacity in Sm ³ /h corresponding to suction Pressure of 60 kg/cm ² (g): Required 250 Sm³/h	
6	Specific power consumption of compressor package Kwh/Kg CNG (Penalty purpose) *	
7	Sound level of enclosure (Required 55 - 75 dB)	

3. Natural Gas Service (Typical composition as given below)

<u>Gas components</u>	<u>Mole %</u>
Methane	: 88 to 98 % v/v
Ethane	: 02 to 08 % V/V
Propane	: 1.21
Other higher Hydrocarbon	: < 2% V/V such as
Iso-Butane	: 0.05
N-Butane	: 0.06
Iso-Pentane	: 0.00
N-Pentane	: 0.00
Hexane	: 0.00
Nitrogen	: 0.33
Carbon Dioxide	: 0.02
Sulphur content	: < 5 ppm
Moisture dew point	: minus 15 °C

The gas is odorized by use of Mercaptan base organic compound.

4. Codes and standards :

The following codes and standards (latest applicable codes and standards shall be referred) are referenced to & made part of specification:



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- Petroleum and explosive safety organization (PESO), Govt. of India
- OISD 179, OISD 142, NFPA-52
- NFPA-12, IS: 6382, Gas Cylinder Rule-2016, ASME Section VIII div.1
- IS: 5571, IS: 5572, IS: 7285
- ANSI, ASTM, NEC, NEMA
- Indian Electricity Rules, Indian Explosives Act.
- ANSI/ASME B31.3, ASME Div. I, Sec. VIII
- Any other applicable international standards (Bidder to mention)

5. Instructions to the bidder

- 5.1 Various parts of the specification shall be read in conjunction with each other. In cases where requirements given in different parts differ, the most stringent shall govern.
- 5.2 The specification states the scope and requirements as completely and clearly as possible. Any additional work / equipment or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification or required for safe operation & maintenance shall be deemed to be included in the offer.
- 5.3 The bidders are advised to visit the CNG stations, before submission of offer, to ascertain for themselves, type, nature and extent of work involved and actual site conditions. Failure to do so shall not absolve the bidder of their responsibilities as defined in this tender. Further, no plea of the bidder based on unfavorable site conditions, gas composition and/ or lack of information shall be considered.
- 5.4 The bidder shall confirm clause-by-clause acceptance of technical / tender specification. Comments and / or deviations, if any, of the bidder on the tender shall be given clause wise. Clauses, on which no specific comment or deviation indicated in the offer, shall be treated as accepted by the bidder. Table III, (Deviation Sheet) given in the tender document should be completely filled, signed and to be submitted along with the bid. Deviations (minor or major), which are not mentioned in this document, will not be considered at later date.
- 5.5 Bidder shall provide all the required warning notices, barriers, safety boards, padlocks etc., for safe commissioning of the equipments.
- 5.6 The bidder shall provide civil foundation drawings within two weeks of placement of order. In case the requisite information regarding requirement of slots, holes, pipe and other fixing inserts etc. as required for proper installation of equipments is not indicated by the bidder within two weeks from placement of order, such facilities shall have to be arranged / provided by the bidder at their own cost. In case the compressor is required to be grouted at the site, then the cost towards the grouting and leveling of compressor (including the special grout cement, fasteners etc.) has to be borne by the bidder.



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5.7 Where the proper execution of the work depends upon the performance of the other contractors or where the bidder considered that his work is being unreasonably interrupted by the activities of the other contractors, he shall so notify owner in writing immediately. If the bidder fails to do so, it shall be deemed that he is satisfied with the current conditions.

5.8 Any work, which is considered to be unsatisfactory and of poor workmanship shall be rectified by the bidder without any extra cost implication.

5.9 Bidder shall hire the services of manufacturer's (OEM's)/authorized by OEM,s erection / commissioning engineer (at their own cost) for supervision of erection, testing and commissioning of the equipment supplied by them. All expenses towards conveyance, transportation, and accommodation etc. during the stay of the commissioning / testing Engineer in India shall be at the cost of bidder.

All tools & tackles required for commissioning & performance testing of Compressor packages shall be in scope of the bidder. After successful commissioning of the compressor packages at the site, bidder shall certify for the performance, testing and commissioning of the packages as per their standards and recommendation.

5.10 In case of urgency and unavoidable circumstance, the bidder has to arrange the OEM's Engineer for commissioning of multiple compressors packages.

6. Safety:

6.1 All controls shall operate in fail safe mode i.e. failure of any control shall not lead to running of equipment in unsafe condition.

6.2 All electrical devices shall meet the requirement for the installed hazardous area classification.

6.3 Area classification for compressor package shall be Class-I, Division I, Group D as per NEC or Zone-1, Group IIA / IIB as per IS / IEC specification or equivalent specifications. Bidders to submit certificates for all electrical and electronic components for its suitability in above stated hazardous area classification from recognized agency, and also the certificates endorsed from Petroleum and Explosive safety Organization (PESO), Govt. of India, along with delivery of compressor at sites.

6.4 All exposed rotating parts shall be provided with adequate guards of non-sparking type.

6.5 Drive belt, if used, shall be antistatic type and fire resistant.

6.6 Piping shall be arranged in a manner so as to provide clear headroom and easy access for maintenance.



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6.7 The compressor package enclosure to be provided with 2 nos. L.E.L. gas detectors (Infrared type) and 2 nos. Flame detectors (Ultra Violet/IR type). Detailed Specification is as per the annexure. Bidder shall re-calibrate detectors again at the time of commissioning at site, without any extra cost to MNGL. The GD & FD shall have indication in the form of LED or LCD for no gas leak, low alarm, high alarm.

6.8 All the equipments and components used in the package shall fire retardant

6.9 CO₂ Flooding System:

The package shall be protected by automatically operated CO₂ flooding system designed as per NFPA-12/ IS 15528: 2004 and OISD 142 which should have minimum following features: -

6.9.1 by installation of hydrocarbon gas detector (IR type) with self check function and transmitter with adjustable alarm levels (0-100%) with preset of 10%, 20% and 50% lower explosive limits. Each enclosure should have at least 2 nos. gas detectors.

6.9.2 Installation of flame detector (UV & IR type) with self-check function and transmitter, alarm on detection of flame. Each enclosure should have at least 2 nos. flame detectors.

6.9.3 System components:

a. CO₂ cylinder (with Protection Cap)

- i. Make : EKC / RAMA/ MARUTI / EUROTECH
- ii. Type : High Pressure Seamless Brand New Rechargeable type CO₂ Cylinder.
- iii. Water Capacity : 68 Liters/each.
- iv. CO₂ Capacity : 45 Kg.
- v. Standard : IS-7285.
- vi. Test Pressure : 250 Kg/cm².
- vii. Working Pressure : 150 Kg/cm² at 45 deg C
- viii. Inlet Threads : compatible with cylinder thread-IS 3224:2002, Type 4, Size 2, 25.4mm
- ix. Approval : BIS & PESO (CCEO).
- x. Quantity : 02 No./ CO₂ flooding system

b. CO₂ Master valve (Electro-Pneumatic + Manual operated):

- i. Make : VTI Make Master Valve for CO₂ application
- ii. Model No : K85-41.1
- iii. Valve Body : High Tensile Brass Forging
- iv. Sealing Tip : PTFE/VITON
- v. Test Pressure : 155 kg/cm²



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- vi. Working Pressure : 105 kg/cm²
 - vii. Outlet Threads : 7/8" UNF thread male & with suitable adapter for hose connect.
 - viii. Inlet Threads : Compatible with cylinder thread-IS 3224:2002, Type 4, Size 2, 25.4mm (no adapter fitting between cylinder and valve)
 - ix. Safety Device : Fitted with safety disc. With burst pressure 200-220 kg/cm²
 - x. Quantity : 01 No./ Cylinder
- c. Solenoid valve with coil:
- i. Make : VTI make SOV for CO₂ Master Valve
 - ii. Model No : K85-41.2
 - iii. Operating Pressure : 0-100 Kg/cm²
 - iv. Coil Enclosure: Flameproof, Gr.IIA & IIB, Zone- 1
 - v. Coil voltage : 24VDC
 - vi. Double compression gland ½" NPT male
 - vii. Quantity : 01 No./ Cylinder
- d. **Flexible Hose**
- i. Make : Parker/Swagelok/Eaton/Synflex
 - ii. Internal dia. : ½" ID
 - iii. Length : 1 mtr.
 - iv. End connection : Swivel type at both ends.
 - v. End connection material: CS (coated to prevent rusting)
 - vi. Working pressure : 77 Kg/cm²
 - vii. Medium : CO₂ gas
 - viii. Hose material : Hydraulic, EN 853 1SN/ SAE 100R1AT
 - ix. Temperature range : -40 to 85 deg. C
 - x. Test Pressure : 1.5 times working pressure
 - xi. **Quantity : 01 No./ Cylinder**
- e. **SS 316 Tubing & Isolation Valve:**
- i. ½" OD SS 316L tube (Sandvik, FAE and Tubacex make only) for CO₂ flooding
 - ii. Operating Pressure : 70 Kg/cm² (CO₂ Gas)
- f. **CO₂ Nozzle:**
- i. Type : Cone
 - ii. Material : Brass Nickel Coating - Inside
 - iii. Casting : LM 6- Aluminum.
 - iv. Minimum 4 nos. of Nozzles.
- g. **Isolation Valve:**
- i. Size : ½" OD –SS 316 L



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- ii. Quantity : 1 no./ compressor (Make: Parker/ Swagelok)

h. CO₂ Weighting System :

I. Weighing Gauge:

- a. Dial Size: 6" Circular (Round) dial with zero adjustment provision
- b. Material of construction: Mild steel or Die-cast Aluminum with red or black colour powder painted
- c. Range /Capacity: 0 - 200 Kg
- d. Resolution : 1 Kg
- e. Accuracy : +/- 0.5 % of FSD
- f. Hooks (Sling): Dual "S" hooks provided on top and bottom.
- g. Approval/ Certification: Weights and Measures department of India.

II. Canopy : Rugged canopy in MS with Epoxy Painting

6.9.4 Alarm/control panel for CO₂ flooding system shall be integral with the main compressor panel. Necessary displays as system ON, OFF, FAULT, RESET, Gas/ Flame indication, Remote actuation of solenoid valve, distinguished hooter etc., shall be provided for CO₂ flooding system

6.9.5 The CO₂ system shall be designed to operate on UPS in the event of power failure to handle emergency situations.

6.9.6 The system shall be designed to operate on 24 V DC supply. FRLS (Fire resistant low smoke) 2.5 sq mm, 3 core armored cables shall be used for the wiring of the system.

6.9.7 All installation shall be compatible for hazardous area Class 1, Division 1, Group-D for Methane Gas.

6.9.8 Interlock of CO₂ flooding system:

- i. Compressor shall trip on detection of flame at preset level and automatic discharge of CO₂ gas shall take place from the main cylinder simultaneously.
- ii. Compressor shall not start if the CO₂ flooding system is faulty, not working, switched OFF etc. The compressor shall be able to start only when the CO₂ flooding system is in healthy working condition.
- iii. Maintenance override switch shall be provided to keep the system off during maintenance. This feature shall be in compliance to the point no.6.9. 8 (ii) as above.



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- iv. Selector switch shall be provided to put Main/Stand by Cylinder in line at the turn of a switch as per requirement.
- v. Manual discharge valve on master valve shall be provided to operate the system in case of actual fire condition, without waiting for the detection by detectors. The valve shall be easily accessible and shall be provided with suitable enclosure.

6.9.9 CO₂ cylinder installation and Gas weight monitoring system:

- i. CO₂ cylinders shall be installed outside the package but within compressor fenced area, where it is not exposed to fire in case of fire inside compressor. Facility shall be made to operate the system manually with the help of a valve. The minimum inter distance from compressor package to CO₂ flooding system shall be of 15 meters for cable & tubing requirement however CO₂ flooding system will be installed within compressor area (Hazardous zone).
- ii. Vendor shall provide suitable weighing arrangement to facilitate weighing of the cylinders without requiring the cylinders to be detached from the installation **for this cylinder shall be directly mounted on weighing gauge, lever operated lifting arrangement is not required. Each CO₂ cylinder shall also be equipped with suitable range pressure gauge.**
- iii. Cylinder mounting frame shall be provided with the system. Gas cylinder shall be hanged on to the frame.
- iv. The cylinder shall be provided with suitable canopy to prevent exposure to monsoon.
- v. Cylinder test certificates (Hydrostatic stretch test, inspection report, leak test, ultrasonic test etc.) shall be furnished along with cylinder.

6.9.10 Typical arrangement of CO₂ flooding system with its connectivity to the compressor shall be as per the Annexure-IV.

7. Design criteria.

7.1 COMPRESSOR.

Following specification is intended to give the bidder the technical and operating conditions the compressor must fulfill.

The bidder shall meet all applicable statutory codes, national law and local regulation for safety and environment protection.

Offered package shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, mass flow metering, priority fill system, control panel safety and control devices and other accessories required for automatic and



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safe operation of the system. The supply shall include all interconnecting piping/tubing/cables. Cooling system shall be of closed circuit type.

The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto in case high bank storage pressure falls below 200 (+/- 10%) Kg/cm² and stop once the pressure in all three banks of storage cascade reaches 250 Kg/cm².

3-line (2-bank) priority fills system to be provided. The priority fill system shall ensure filling as per following sequence:

- CNG Vehicle
- High bank of storage cascade.
- Medium bank of storage cascade
- Low bank of storage cascade

Priority Fill System:

Vendor shall provide PLC Controlled Priority fill system with compressor top-up facility inclusive of regulating valves by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural.

The priority fill system is to be installed to ensure that vehicle filling takes priority over cascade filling and direct CNG TO THREE STORAGE BANKS IN CORRECT SEQUENCE.

The compressor shall shut down once all three-cascade storage banks are filled to 250 Kg/cm² g.

Compressor shall start on pressing of manual start push button & automatically when the cascade storage high bank pressure of compressor falls to 200 Kg/cm² g and shutdown automatically when all 3 stages of stationary cascade are filled to a pressure of 250 Kg/cm² g

Full bore ball valves shall be provided so that compressor can take suction either from LCV cascade or stationary cascade.

All fittings and tubes used in priority system shall be of stainless steel of suitable pressure rating.

End connections shall be 3/4" size pipe OD.

Priority panel shall be of 3 Bank priority panel along with emergency actuators.

CASE – I : Valves positioned to take suction from LCV /HCV cascade.

a) If the LCV cascade pressure is more than 200 kg/cm², the gas dispensing should take place directly from LCV to dispenser bypassing booster compressor.



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b) Compressor shall start on pressing of manual push button or auto start when the LCV Cascade and Stationary cascade at all banks pressure falls below 200 kg/cm². The priority of filling shall be as follows;

- First priority: Priority panel shall first fill the vehicle through dispenser
- Second priority: If no vehicle is to be fuelled, priority panel shall fill the stationary cascade. The compressor shall shutdown automatically when either all stages of stationary cascade are filled to a pressure of 250 kg/cm² or pressure in mobile cascade is less than 30 kg/cm².

CASE – II : Valves positioned to take suction from Stationary cascade.

- a. Dispensing shall be done through stationary cascade without compressor running, if stationary cascade pressure is more than 200 kg/cm².
- b. Compressor shall start on pressing of manual/auto start push button if stationary cascade pressure is less than 200 kg/cm². Dispensing into the vehicle should take place as usual. Compressor shall trip if either there is no vehicle for fuelling or pressure in stationary cascade is less than 30 kg/cm².

Note: Automatic selector switch shall be provided at Booster compressor panel to switch valve positioning as per above Case I and Case II.

The booster (Compressor) shall be suitable for continuous operation on variable suction pressure from 250 Kg/cm² to 30 Kg/cm², supplied through LCV/HCV mounted CNG storage cascade and discharge pressure of 250 Kg/cm².

Compressor shall be designed to ensure flow capacity as follows:

Average flow capacity (overfull range of suction pressure from 200 Kg/cm ² to 30 Kg/cm ² varying on continuous basis):	400 SCM/H
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Noise level shall not exceed 75 dBA @ 1 mtr from the compressor package enclosure.

Framework shall be mounted on a suitable skid type base, external-lifting lugs shall be provided at each corner. Package shall not be larger than 3.1m x 2.2 m x 2.8 m size (length, breadth, height)

The compressor package control system shall be so designed that the first item to go into alarm condition shall "Lock out" to indicate the cause of the trip though the cause of the trip may have disappeared. The lock out condition shall be manually reset.



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An automatic restart shall be provided on restoration of power with a 10-second delay after temporary interruption. Existing alarm condition shall remain indicated.

The compressor shall be designed to work for full suction pressure range of 250 Kg/cm² to 30 Kg/cm².

Compressor instrumentation/protection/indicator devices including: -

This specification does not specify each and every piece of equipment or item; nevertheless all items required for **safe, trouble free and continuous operation** of the booster compressor package are deemed to have been specified in this specification and shall be in bidder scope without any price implication in price or time schedule.

Indicators:

- 7.1.1 Pressure indicator at each stage suction and discharge.
- 7.1.2 Temperature indicator at each stage suction and discharge (before & after cooler).
- 7.1.3 Oil pressure indicator.
- 7.1.4 Oil cooler temperature indicator.
- 7.1.5 Radiator water temperature indicator (Before and after cooling)
- 7.1.6 Oil level indicator.
- 7.1.7 Non-resettable hour meter.
- 7.1.8 water pumps discharge pressure.
- 7.1.9 Cooling water temperature transmitter
- 7.1.10 Pressure indicator at all bank of priority panel.
- 7.1.11 Others as considered essential for safe, trouble free and continuous operation.
- 7.1.12 Low lube oil pressure transmitter.
- 7.1.13 Low oil level protection switch/level indicator, if required.
- 7.1.14 High discharge temperature transmitter for each stage of compression.
- 7.1.15 High discharge pressure transmitter for each stage of compression.
- 7.1.16 Low and high gas suction pressure transmitter.
- 7.1.17 The electrical parameters like the power factor ,voltage, current of all 3 phases and KW data should be provided to the compressor PLC
- 7.1.18 The Emergency Shut Down (ESD) command should be given by PLC
- 7.1.19 Abnormal (**Low/High/phase reversal/single phasing**) voltage protection (+/—15%)
- 7.1.20 Others as considered essential for safe, trouble free and continuous operation.

Vendor to provide the compressor data sheet and alarms & trips filled in all respect.



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a. COOLERS

Each compressor package shall be complete with its own cooling system. The cooler shall be air/water-cooled heat exchanger. Cooler design shall be on the basis of 20% extra design based on the thermal duty at **most severe condition corresponding to suction temperature and ambient temperature**. Oil cooler shall be so designed that the vendor's maximum permissible temperature is not exceeded at the maximum ambient temperature of 50°C Relative humidity-100%.

Vendor has to provide the design calculation along with the data sheet for Air cooler for Oil & Gas (Inter/After) in all respect.

b. SEPARATORS & BLOW DOWN GAS RECOVERY DRUM

If required the contractor shall provide gas recovery system with gas recovery vessel. The gas recovery vessel shall be provided with pressure relief valve and necessary instrumentation to avoid cold flaring of gas. Gas recovery vessel shall be in compliance with the ASME/IBR code.

Vendor has to provide the datasheet for Separators & Blow down recovery Drum in all respect.

c. SUCTION/ DISCHARGE FILTER

The ingress of oil into CNG adversely effects vehicle emission and storage system; hence vendor shall supply oil separators after cooler at each stage with automatic and manual drain. The maximum permissible oil content in **CNG is 3 PPM**.

In case of lubricated cylinders contractor to supply a proven, maintenance free oil removal system after after-cooler to remove oil from compressed gas. The offered oil mist removal system shall restrict the oil to less than 3 PPM in discharge of compressor.

Vendor has to provide the datasheet for Suction/Discharge Filter in all respect.

d. NITROGEN PURGING

Vendor has to provide Nitrogen purging connections at various locations on Gas compressors and interconnecting piping for removal of CNG from the system as per operation philosophy. All Nitrogen connections for purging within the package shall be in vendor's scope of supply.

e. INSTRUMENTATION AND CONTROL:



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For details of Instruments to be used and Control system in Gas compressor units refer clause 7 and 9

f. PRESSURE VESSELS USED IN A PACKAGE

Vendor shall select suitable type and size of vessels as per the process requirement with the basis of Design and Operating Condition. Vessel design shall be in vendor's scope.

Each pressurized component of the compressor package shall be subjected to hydraulic proving test with Radiography Test (RT) /Ultrasonic Test (UT) to be done and final assembly shall be performance tested and certified. Defective welding found through radiography shall be chipped out, re-welded and re-radiographed, plus any other additional radiographs or test required by applicable design/construction code are to be carried out. All Fillet welds should be DP/MP tested.

8. TECHNICAL SPECIFICATION OF PRIORITY PANEL

a) SCOPE OF SUPPLY

Vendor shall provide PLC Controlled Priority fill system with compressor top-up facility inclusive of regulating valves, by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural. The priority fill system shall be installed to ensure that vehicle filling takes precedence over cascade filling. Full bore ball valves shall be provided so that compressor can take suction either from LCV cascade or stationary cascade. valves for LCV cascade, stationary cascade and compressor shall be ¾" SS 316 L OD and other tubing and valves shall be ¾" OD size. End connections shall be ¾" size OD. Priority panel shall be of 3 line 2 Bank priority panel along with emergency actuators.

Following are minimum accessories for priority panel.

1. Interconnected SS tubing and manifold (¾" tube size)
2. Isolation valves for each line towards fore court/dispenser as well as cascades
3. Pneumatic (air) actuated Ball valves/Electro valves (Seitz make) with due approval of MNGL for sequencing of priority panel.
4. Safety relief valves, Bleed valves, Non return valves and vent system
5. Pressure gauges (Glycerin filled)
6. Priority Panel shall be either Pressure Operated Spring Loaded Priority Valves/electronic type and PLC based.
7. Clamps to fit the pipes & valve to the main frame
8. Any accessories which vendor feels necessary for better performance.

b) OPERATION PHILOSOPHY



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1. If the mobile cascade pressure is more than 200 kg/cm², the gas dispensing shall take place directly from mobile cascade to dispenser bypassing booster compressor Interconnected SS tubing and manifold (3/4" OD tube size)
2. Compressor shall start on pressing of manual/auto start push button when the mobile/stationary cascade pressure falls below 200 kg/cm².
3. First filling priority shall be vehicle through dispenser and if no vehicle is to be fueled the filling priority shall be stationary cascade and compressor shall shutdown automatically when either all stages of stationery cascade are filled to a pressure of 250 kg/cm² or pressure in mobile cascade is less than 30 kg/cm².
4. In case of non availability of mobile cascade, compressor suction should take gas from stationary cascade with same start stop logic as defined in above clause 2 and dispensing into vehicle should take place as usual. No gas shall be routed to stationary cascade again in case of non availability of refueling vehicles at the outlet.
5. Compressor shall trip if either there is no vehicle for fueling or pressure in stationary cascade is less than 30 kg/cm².

c) SPECIFICATION

Priority Sequence:

- 1) Fore-court/Direct Car Dispenser
- 2) High Pressure Bank
- 3) Low Pressure Bank

Filling System: 3 (Three)-Line bank system with a separate priority to the forecourt

9. TECHNICAL SPECIFICATION OF INSTRUMENTATION AND CONTROL.

➤ **AUTOMATION:**

1. The operations services required to be carried out by vendor remotely from their control room by 24x7 through automation however, one operator in 1 shift of 8 hours 365 Days including Sunday all holiday needs to be deployed at each station, the shift timing shall be defined by the EIC of MNGL. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder.
2. The compressor package shall be equipped for automation to operate remotely and locally with instrumentation & control is to be configured for including starting, shutdown as applicable for unmanned operations.
3. PLC shall be suitable for recording of compressor parameters as indicated in instrumentation and all other parameters that are recommended by the compressor manufacturer for recording on hourly basis for the last 24 hours.



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4. PLC shall be configured as a remote terminal unit of supervisory control and data acquisition system (SCADA) complete with Ethernet Port shall be readily configurable for communication over MODBUS protocol through Leased Line/MPLS/VSAT/RF.
5. There shall be three independent ports (one for HMI, 2nd for Vendor remote connectivity and 3rd port for MNGL SCADA connectivity) available in the PLC with all the parameters available on each individual port.
6. Panel shall be complete with start and stop push buttons, hours run meter, power on and fault indication lamps, fault reset button. All necessary timers and intrinsically safe relays to control the system on an automatic starting and stopping basis shall be provided. The compressor package control system shall be designed for unattended operation in automatic mode and in case of any fault it will go in a safe mode.
7. Bidder shall send daily report, weekly report, fortnightly report and monthly report to MNGL. In addition to these reports, vendor shall submit the reports required by MNGL EIC.
8. Bidder shall provide provision to keep SIM card in hardware for connectivity with MNGL control room/SCADA etc.
9. Bidder shall provide provision to connect 2 CNG car dispensers in compressor PLC through RS485 and the same shall be display in HMI.

General specification of instrumentation for PLC and SCADA

- 9.1 Door interlocked isolator
- 9.2 Panel complete with start and stop push buttons, hours run meter, power on and fault indication lamps, fault reset button.
- 9.3 All necessary timers and intrinsically safe relays to control the system on an automatic starting and stopping basis.
- 9.4 All the interlock, monitoring and controlling of the CNG compressor package shall be done through PLC based control system which will be of proven type and the Make of the PLC shall be of **Siemens** (S7 300/ S7 1200) and **Telemecanique/Schneider** (M340) of **latest version** or equivalent with prior approval of MNGL. **The make, CPU model, Modbus Module, Etherent Module refer Annexure- V**

In case of Siemens make, the PLC shall be compatible to:-

- a) STEP 7 Simatic Manager V 5.5 software, SP2 or Windows 7
- b) SIRIUS, SIMOCODE ES 2007 Premium Floating License software, SP2 or Windows-7



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c) SIMATIC WinCC flexible 2008 standard software, SP2 or Windows 7

d) TIA Portal software, SP2/ Windows 7/ Windows 8/ Windows 10

In case of Schneider make, the PLC shall be compatible to:-

a) *Unity Pro XL V5.0*

- 9.5 PLC shall be housed inside flameproof IIA/IIB (Ex'd') switchgear and shall be mounted on compressor enclosure. Local operator panel shall also be provided on the Flameproof switchgear. The operator panel is provided for parameterization, indication, monitoring, alarms and First out sequence of the system. PLC system shall have Memory Modules for storing user programs, symbol lists, Program comments and should facilitate debugging / trouble shooting without the Application Program. Program shall be ladder logic and communication shall be in English language for each run. Program should have signal/parameter tags as labels for easy identification/troubleshooting. Each section of the program whether it is in the form of rung or page or network should have comment to classify the interlock being executed. A soft copy of the program should be sent by email/CD.
- 9.6 The Protocol and the other details for Interfacing should be specified clearly. The Communication protocol should be an open protocol
- 9.7 Power supply to PLC supply shall be 24 VDC .
- 9.8 The PLC chassis should be expandable type with 3 slots remaining unused (reserved for future use). Also 25% channels shall be kept unutilized for further use. This shall be applicable for each type of inputs and output.
- 9.9 The PLC should have an Industrial Ethernet Module (with Master Driver License) with min Two Ethernet port (2 X RJ45 CONNECT FOR LAN WITH 10/100 MBIT/S), Configured and programmed, to establish remote communication of PLC with the SCADA server
- 9.10 The PLC Main Program and Subprogram & HMI program should not contain any password.
- 9.11 The parameters such as gas Inlet Pressure, discharge pressure, discharge temperature, gas flow rate, Lube Oil Pressure, Water Pressure, Water Temperature & Electrical Parameters like the Power Factor, Voltage, Current data should be displayed in the MMI.
- 9.12 I/O Mapping and Message Transfer Block Programming is required for the Parameters mentioned in Point No.9.11 so that the data can be polled from the SCADA Server by IP addressing mode. The register addressing of the I/O list & alarms should be provided in tabular format by email/CD.



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- 9.13 Memory/working memory of the PLC CPU shall be sufficient so as to accommodate additional logic development/modification in the prevailing logic of the compressor package required for SCADA integration.
- 9.14 The data for the parameters as mentioned in Point 9.11 should be available in PLC. The PLC address at which the following data resides should be mentioned separately should be provided in tabular format by email/CD.
- 9.15 PLC hardware shall be in accordance with IEC-61131-2 and PLC software shall be in accordance with IEC-61131-3. PLC programming shall be done as per IEC 61131-3 i.e. Statement Lists, Function Blocks and Ladder diagram. Offered PLC shall have facility for Online Programming through Laptop & SCADA.
- 9.16 PLC shall be good enough for recording of compressor parameters such as flow rate, total quantity of gas compressed, inlet – outlet pressure, inlet –outlet temperature, and all other parameters that are recommended by the compressor manufacturer for recording on hourly basis for the last 24 hours. Also, PLC shall be able to record the last 30 Alarms of abnormal operations (which can be viewed on PLC). PLC shall be suitable for interfacing with printer (HP Laser printer) for getting the printout of the parameters recorded (as mentioned above) for the last 24 hours. The units of measurement for flow shall be Kg/hr, for pressure shall be kg/cm² or Barg and for temperature shall be degree C. If scrolling is required for viewing the parameters, then the scroll buttons should be installed outside flameproof housing so that various screens can be monitored without opening the flameproof enclosure. However, the area classification shall be strictly as per clause 6.3 above. Alarms of Abnormal Conditions are required to display only in MMI according to Date and Time. However, Recording and Printout of all Parameters is not required. Real time Data of the Compressor Parameters are required to be display in the MMI. All the parameters and alarms shall be downloadable with laptop in simple MS Excel-04 format.
- 9.17 PLC/HMI should have memory retention in case of power failure. Moreover additional CPU reset/ restart or program reset/upload should not be required in case of power restoration.
- 9.18 As built drawing of the PLC panel should be provided by email/CD. This should include the PLC rack configuration, I/O allocation along with addressing, wiring diagrams of PLC cards & complete cable termination schedule (inclusive of the spare channels).
- 9.19 Compressor shall be supplied with SCADA compatibility with 2- independent port RS 485 Modbus module (Master Module) / 2- separate single port RS 485 Modbus module (Master Module) for dispenser communications in addition to the port mentioned in 16.4.1.5. The type of connector should be informed in advance.
- 9.20 Compressor shall be equipped with RS-485 Isolator/ Repeater (Qty.: 01 No./ Modbus Module), preferable makes (P+F/ MTL/ ICP I-7510 CR)



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- 9.21 The Emergency Shut Down (ESD) command should be given by PLC.
- 9.22 Bidder to provide required licensed software for each CNG compressor package for Man Machine Interface (MMI) which shall be PC based & necessary interconnecting cables. A soft copy of the MMI software is to be provided by email/CD. The IP address of MMI should be configurable.
- 9.23. Display shall be of minimum 4 line display and shall have provision to access keypad button without opening flame proof enclosure.
- 9.24 A separate spare channel/interconnecting pipe is to be provided from Electrical Flameproof panel to PLC Flame proof Panel for Modbus and Ethernet Cat-6 cable (please consider dia for 2 cables to be equivalent to 3* 2.5sq mm each) entry to be connected to the PLC system.
- 9.25 Text display shall be provided and touch panels are not acceptable.
- 9.26 MMI shall be suitable for visualization of all the graphics screens, parameters, Alarms, trips, data acquisition, monitoring and logging, annunciation etc. All electrical and electronics equipments of the compressor shall be housed in single flameproof enclosure. Necessary cable & other auxiliaries required from PLC to MMI shall be in bidder's scope. CNG Station electrical room will be approximately 75 Mts from the compressor.
- 9.27 PLC & Electronic controls shall be housed in flameproof control panel & shall be mounted on compressor skid itself. Main cable entry shall be bottom to up. Also control panel shall have 2 nos. spare 2.5 Sqmm slots with DC copper gland arrangement.
- 9.29 Bidder to quote for complete package with all relevant panels required for the compressor to perform as desired. The electric panel shall consist of electric MCC, switchgear, contractors, power supply distribution panel etc and shall be located in hazardous area. The compressor package with control panel(including PLC and other controls) and other electric / electronic instruments etc shall meet hazardous area classification of Class I ,Division I, Group D as per NEC or Zone I , Group II A/II B as per IS/ IEC.
- 9.30 The auxiliary motor should have easy accessibility for maintenance and monitoring

9.31 Electrical Control Panel: -

a. Codes and Standard:

- | | |
|-------------------------------|--|
| i. Starter | : IEC- 947.4.2 / EN 50081-1. 50082-2 & 60204-1 |
| ii. Metal Enclosed Switchgear | : IS- 3427 |
| iii. Current Transformers | : IS- 2705/BS: 7626 |



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- iv. Degree of protection : IS- 13947 (Part-1) / IEC: 947-1 / BSEN: 60529
- v. Electrical Relays for Power System protection : IS- 3231,3842/BS:142/IEC:255
- vi. Electrical Indicating Instruments : IS- 1248/BS: 89/IEC: 51
- vii. AC Electricity Meters : IS- 722 / BS: 2692
- viii. Specification for copper rods and bars for electrical purposes : IS - 613
- ix. Code of practice for phosphating iron and steel : IS- 6005 / BS: 3189

b. Construction Details:

The switchgear shall be metal enclosed, modular type suitable for Outdoor floor mounting and shall have following features.

- (i) Shall be fabricated by using cold rolled sheet steel.
- (ii) All cubicles / panels shall comprise of rigid welded structural frames made of pressed and formed cold rolled sheet steel of thickness not less than 2.0 mm. (14SWG) Cladding of the frames and doors shall be made out of 2mm(14SWG) & 1.6 mm.(16SWG) thick sheet steel respectively. All cable gland plates shall be made out of 3 MM (10SWG) thick sheet steel plates.
- (iii) Switchgear busbars shall be of uniform cross section throughout the length and made of high conductivity, electrolytic copper conductor.
- (iv) Busbars shall be provided with at least the minimum clearances in air as per IS standards.
- (v) All busbars, bus taps shall be insulated with close fitting sleeve of hard, smooth, dust and dirt free heat shrunk PVC insulation of high dielectric strength to provide a permanent high dielectric non-aging and non-tracking protection, impervious to water, tropical conditions and fungi. The insulation shall be non-inflammable and self-extinguishing and in fast colours to indicate phases. The joints shall be insulated in such a way as to provide for accessibility of contact bolts for maintenance. The dielectric strength and properties shall hold good for the temperature range of 0 to 90 degree centigrade. If the insulating sleeve is not coloured, busbars shall be colour coded with coloured bands at suitable intervals. Both main horizontal busbars and vertical busbars serving modules shall be insulated.
- (vi) Clamping arrangement shall be provided for incoming & outgoing cables.

c. Pretreatment and Painting:



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- (i) All metal work of the fabricated panel shall undergo a seven-tank process of degreasing, pickling in acid, cold rinsing, phosphating, passivating etc. in seven-tank treatment plant before painting.
- (ii) The treated panel shall be painted in 2 coats of high corrosion resistant primer. The primer shall be baked in oven.
- (iii) The finishing treatment shall be by synthetic enamel or epoxy paint with powder coated finish, as specified. In case of powder coated finish (b) above is not applicable.

b. Moulded Case Circuit Breakers:

- (i) Moulded case circuit breakers (MCCB) shall have Thermal magnetic/Microprocessor-based release with overload, short circuit & earth fault protection, as specified. The release shall have communication in future if specified. The MCCB shall be suitable for adapting accessories, such as auxiliary contact block, extended terminal cover & phase barrier etc.
- (ii) The input and output terminals of the MCCB unit shall be extended and separated so that copper cables of given sizes can be easily terminated in the panel.

c. Earthing :

Metallic part of all equipment not intended to be alive shall be connected to earth as per provisions of IS: 3043/IEC recommendation. Grounding of all electronics shall be separately connected to earth using insulated copper wire. Grounding of electronic equipment shall not be connected to earthing for electrics.

d. Miscellaneous Items

All the cables shall be laid in through galvanized cable tray or dressed properly within the compressor.

Adequate fixed flameproof lighting (Considering the size of canopy minimum at 1 or 2 locations) shall be provided inside the enclosure.

All FLP light inside enclosure should be CFL/LED lamps.

10. Electrical motor and Electrical parameters :

All electrical shall be suitable for the following supply conditions.

10.1 Electrical operating voltage : AC, 3 phase, 415 V, 50 Hz

10.2 Electrical control voltage : 240 VAC, 50 Hz (under supplier's scope)



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- 10.3 Tolerance of voltage : $\pm 15\%$
- 10.4 Tolerance of frequency : $\pm 3\%$
- 10.5 motor mounting : Horizontal foot mounting
- 10.5 Main Motor rating : 22 Kw
- 10.6 motor efficiency : To be indicated
- 10.7 Synchronous Speed : To be indicated
- 10.8 Other auxiliary motors : To be indicated

- 10.9 All cables supply including main incoming cable from owner PDB (Power Distribution Board in Electric room) to control panel of the booster compressor, air compressor, dryer and all interconnecting Cables including complete accessories like double compression cable, FLP gland, cable tags, Lugs etc. as required & its laying, termination (at control panel and to compressor package) & erection shall be in bidder scope.**

Bidder to consider maximum 80 mtr. length for each cable (required for total setup) from PDB.

- 10.10 All solenoid coils, power contactors etc. shall have operating voltage of 240VAC, and 50 Hz.
- 10.11 Motor shall be TEFC squirrel cage type in standard frame size as per IS/IEC rated for continuous duty with high efficiency and designed for star/delta starting. Motors shall be suitable for starting under specified load conditions with 75% of rated voltage at the terminals. Motor torque shall be compatible with speed torque curve of compressor. Motor windings shall be class 'F' insulated with temperature rise limited to class 'B'. Minimum degree of protection of motor enclosure shall be IP55 as per IS. Motors for use in hazardous areas shall have flameproof protection Ex(d) as per area classification and motor starting control would be through a star-delta starter and shall be housed inside flameproof panel
- 10.12 The motor name plate rating (exclusive of service factor) shall be minimum 110% of the greatest HP required under any of the specification operating conditions. All motors shall be tested in accordance with IS/IEC.
- 10.13 Each motor shall compulsorily be protected with thermal-magnetic over current relay.
- 10.14 The electrical power supply distributions panels, switchgear panels and starter panels shall be skid mounted construction, weather and vermin proof suitable for installation in the compressor package. There shall be FLP push button panel available at the compressor skid. The switch gear shall have one incomer and adequate number of outgoing feeders. The incomers shall be provided with suitably



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rated switch fuse unit, ammeter, voltmeter with selector switch, energy meter, PF meter, etc. Motor feeders shall be provided with heavy duty switch. HRC link type fuses, contactors (AC-3 duty), bi-metal relay, single phase preventor, ammeter, push buttons, earth leakage relays, and indication lamps for Start/Stop/Trip, etc. Adequate number of MCB feeders for control and lighting shall be provided. Supplier shall furnish single line diagram of the panel with the bid.

- 10.15 There shall be separate panel for main incoming switch (MCCB) and the starter of main motor.
- 10.16 There shall be a minimum clearance of 30 mm between the two power contactors and between the other switchgears (as per relevant standards).
- 10.17 Suppliers shall make provisions for earthing of the complete package as required as per IS.
- 10.18 All electrical shall comply with latest IS/IEC. Epoxy based paints shall be applied on all electrical equipments.
- 10.19 Supplier's scope shall include obtaining statutory approvals for the complete package, wherever necessary.
- 10.20 Pre-lubricated sealed bearings for all motors may be considered provided a full guarantee is given for 4 to 5 years of trouble – free service without necessity of re-lubrication.
- 10.21 Copper lugs shall be used for all cable terminals
- 10.22 Preferred makes of electrical equipment's shall be as follows:
- 10.22.1 FLP motors : ABB/ Siemens / BALDOR / WEG/ Crompton Greaves/ Bharat Bijali
- 10.22.2 FLP Switchgear : Baliga/FCG/FPE/Sterling / Flexpro / Shyam / Sudhir or Equivalent subject to MNGL approval. FPL Switchgear should have valid CCOE approval.
- 10.22.3 Switches/fuses/contactors : GEC/Siemens/Schneider
- 10.22.4 PLC : Siemens / Schneider / Telemecanique
- 10.22.5 IR Gas detectors : Detcon (IR700)/ Det-tronics (PIRECL) /Crowcon (Nimbus)/ ESP / Honeywell or equivalent subjected to MNGL approval. Refer Annexure-II.
- 10.22.6 UV Flame detectors : ESP. Refer Annexure-II for technical details



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11. Special Instruction:

11.1 Vendor's scope:

- 11.1.1 Compressor package including accessories as specified in this document as well as other components required for safe and healthy operation of the skid. (including package internal cabling and tubing and other accessories)
- 11.1.2 Appropriate length and size tubing and fittings of specification as described in this document.
- 11.1.3 All Gauges shall be glycerin filled
- 11.1.4 Transport and unloading/loading at store/site of the above-mentioned material.
- 11.1.5 PESO Govt. of India type approvals for components as per Gas Cylinder rules 2016.
- 11.1.6 Providing test certificates as well as other required documents with the package as per purchaser's requirement.
- 11.1.7 PLC program, software and connection cable to be supplied with every PLC.
- 11.1.8 Detailed 2 day training for purchaser's representatives on the package supplied.
- 11.1.9 Supplier has to take special care that the high pressure tubing does not foul with the compressor canopy (or any other part).

11.2 Purchaser's scope:

- 11.2.1 All civil works and foundation design, however the bidder shall furnish all the relevant data for design of any pedestal/foundation. Grouting of equipment including supply of material is a part of erection and is in scope of Supplier.
- 11.2.2 **Electrical connection to the compressor distribution panel.**
- 11.2.3 CNG Dispensers, Cascade and Interconnected SS tubes & fittings.

12 GAS DELIVERY SYSTEM

General Specification and Description of Gas Delivery System

- 12.1 (SS 316) of adequate size of approved makes as per Table V Valves shall be provided outside the enclosure.
- 12.2 Gas meter : Mass flow meter based on Coriolis principle of Micromotion, USA (Sensor Model CNG 50 or higher and transmitter model 1700 or higher) or equivalent Endress + Hauser make (Model CNG mass), complete with remote electronics shall be provided **discharge line** of the compressor and same shall be interfaced with PLC. The PLC interfacing shall be through RS 485 signal only. In addition to this the flow meter shall have a head mounted display, where the parameters such as flow rate (Kg/hr), cumulative gas compressed (in Kgs) etc can be independently viewed. The inbuilt totaliser shall be non-volatile, non-resettable type and shall be suitable for hazardous area classification.

Mass flow meter input as well as output shall be considered in the logic to run the compressor. In case, mass flow meter is not functioning properly, or their signal is not available to the PLC, compressor should trip or shall not start.



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Final gas outlet connection : Final outlet connections from the priority fill panel shall be of minimum 3/4" full bore ball valve with 3/4" O.D double compression type SS-316 fitting end connection arrangement.

13 SYSTEM ENCLOSURE

General specification and Description of enclosure

- 13.1 Each compressor module shall be housed within a purpose built aluminum / cold rolled carbon steel (CRCS) acoustic compressor enclosure. The units shall incorporate a rigid framework with a combination of fixed and removable panels.
- 13.2 The enclosure shall be assembled onto the package base plate at the suppliers works to give a fully transportable unit
- 13.3 Enclosures shall be designed to include cooling air inlet and outlet louvers together with a forced ventilation system to prevent the possibility of gas build up inside the enclosure. Suitable interlocks shall be built in for clearing entrapped gases (if any) within the enclosures before the start up of the electric motor / compressor.
- 13.4 The maximum temperature within the enclosure shall be limited to 50 °C based on the ambient temperature of 47.5 °C. Adequate ventilation fans shall be provided to meet the above and also to account heat dissipation of the coolers.
- 13.5 Enclosure shall provide a degree of protection equivalent to IP 55 or better.
- 13.6 Enclosures shall be engineered to give a noise level of maximum 75 dBA measured at 1 meter from compressor at site. Materials shall be non-combustible to deter spread of flame requirements. A typical layout drawing showing the surrounding of the Online Compressor package and the points (located at 1 meter from compressor package enclosure) at which noise level reading shall be taken is attached as **Annexure III**. Any compressor auxiliary motors installed externally to the enclosure shall be considered as part of the compressor package for meeting the noise level requirement.
- 13.7 The enclosure shall be designed for ease of access to the equipment within and has suitable entry doors.
- 13.8 To prevent the discharge of gas into the enclosure, all safety relief valves within to be connected to a manifold. From this connection a single pipe passes through the enclosure roof to a vent stack to allow satisfactory dispersion of gas at a height of minimum 3 meters from working platform of booster compressor.
- 13.9 A viewing window at operating level to be fitted to allow monitoring of gauges, etc. without entering the enclosure.



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- 13.10 The enclosure shall be finished in a weatherproof paint finish, external colour supplied to customer requirements. The external surfaces of the enclosure shall be painted. The paint shall be chosen, primed and applied as to have a service life of ten years. The exterior of the equipment's, piping, enclosure, hinges, locks, handles etc is required to be corrosion free for ten years and to have fade free life without oxidation of paint surface for five years in an environment of bright sun light with an intense UV content and tropical climatic conditions. The interconnecting radiator piping shall also be painted as per above specification. MNGL logo and name shall be printed on 2 side of enclosure. Bidder shall be provided with color code, logo design and size by MNGL
- 13.11 External flameproof emergency stop push-button shall be fitted to wall of enclosure close to main access door. Also the Emergency shut off push buttons of 3 nos, one to be provided at compressor body & other at dispensing area and 1 no. ESD in the sales room. Bidder to assume that the sales / control room and dispensing area , each, will be 75 Mtrs away from the compressor. Bidders to include the cables along with cable trays / flexible PVC ducts for Emergency stop push buttons and have to install the same at the site. Cables shall be PVC insulated and of 1.1 KV grade copper armored. Any unutilized cables shall be returned to MNGL with no extra cost.
- 13.12 Enclosure gas detection system consisting of 2 nos. Infrared type LEL detectors and 2 nos. flame detectors (UV/IR type) shall be provided. The detectors shall be re calibrated at site during commissioning so that it is valid for 1 year. Also the performance of the detectors shall be demonstrated at the time of commissioning.
- 13.13 Adequate fixed flameproof lighting (minimum at 2 locations) shall be provided inside the enclosure.
- 13.14 The compressor packages are intended to be installed at existing petrol pump outlets/retail outlets which have limited space. Bidder shall optimize the compressor package for minimum possible space requirement considering space constraint. **The maximum size of the package shall be optimized to 3.5 meter length x 2.5 meter width (no projection shall be allowed beyond this dimensions)**
- 13.15 Suitable gradient shall be provided on the enclosure roof for rain drainage and to avoid water pockets. Enclosures shall be designed with proper rain protection in the ducting or any other cut out to protect the inside equipment from rain water.
- 13.16 For handling of all heavy parts for maintenance purpose suitable lifting arrangement shall be provided i.e. beam fitted with chain hoist arrangement. The chain hoist arrangement i.e. chain pulley block shall be removable type, which can be disassembled and shifted onto the other machines. 1no. shall be provided for tendered quantity of compressors. Eye bolt arrangement shall be provided on heavier components like electric motor, cylinder crankcase, and wherever felt necessary for lifting during maintenance.



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- 13.17 Enclosure should be designed for Installation of 3000 Ltr Stationary Cascade of 7.0 tons (Approx.) above the booster compressor package. The Approx. dimensions of the cascade are 3700mm (length) x 2000mm (width) x 2000 mm (height). Final GA drawing of Cascade shall be shared after award of PO to successful bidder. The bidder shall also provide 2 nos. monkey ladders for safe climbing on the top of the canopy along with hand railing on the top for ease maintenance and operation. Provision should be made such that, the cascade can be placed any where above the canopy. The bidder shall ensure that adequate space (minimum 2 feet width) walk way in front side of cascades(i.e valve mounting side) is available for carrying out routine checking / maintenance.
- 13.18 P&ID shall be embossed on SS plate of size 300 mm X 420 mm and displayed on compressor encloser. Exact location will be informed to the bidder along with MNGL logo and other details.
- 13.19 The compressor shall be assembled in a enclosure onto the package base plate/frame along with water cooler, electric panel and air compressor at the suppliers works to give a fully transportable unit.

14 OTHER SALIENT TECHNICAL TERMS & CONDITIONS

- 14.1 The whole compressor package shall also conform to specific requirement of CNG code/standard NFPA 52 : 1992 (USA Origin)/NZS-5425 : 1994 (New Zealand Origin), as applicable for CNG installations, and specifications and requirements given in the tender document. Standards specific to equipment are listed in the data sheet for design, engineering, fabrication/assembly, manufacture and testing. Bidder shall mention the design code of their model of compressor in the data sheet.
- 14.1 Complete compressor package including priority panel, all electrical / instruments shall be suitable for use in hazardous area Class-I, Division I, Group-D as per NEC or Zone-I, Group IIA/IIB per IS/IEC specifications or equivalent specifications.
- 14.2 Complete compressor package shall be designed and constructed for continuous operation at full load at the specified operating conditions.
- 14.3** Facilities of utility air and water shall not be available at the CNG refueling stations. Therefore, bidder is to design the lubrication systems, cooling systems and control systems of different equipment without utility air or water.

For instrument actuation preferably pneumatic (air) operated actuator should be used. Bidder to include air compressor with moisture separator inside package for instrument actuation with motor rating 1.5 Kw. Air compressor to be supplied should be preferably of approved make as per Table V, air receiver of minimum 100 water liter capacity shall be provided. Air receiver shall be provided with SRV, pressure switch, pressure gauge and drains. Pressure switch and gauge shall have isolation valves.



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- 14.4 Complete compressor package shall be designed for operation suitable for climatic area applicable for India (Mumbai). Heat exchanger shall be capable of maintaining suction and discharge temperatures within specified limits for continuous duty operations at maximum ambient temperature applicable for India (Mumbai).
- 14.5 Adequate corrosion allowance shall be kept for compressor, vessels and other pressure parts of the package in contact with process gas, matching to Indian climatic area and gas quality. Natural Gas although dry may have high percentage of CO₂ (2 to 5 %) and other corrosive elements such as odorant (Mercaptan), sulphur which may start corrosion in presence of moisture. All material coming in contact with gas shall be compatible with such gas.
- 14.6 Bidder to clearly specify the type of lubricating oil and quantity of maximum oil carry-over (in ppm) in CNG, after coalescing filters, in case oil lubricated compressor is offered.
- 14.7 Compressor package shall be suitable for continuous heavy duty operations with facilities as mentioned below, on a free standing single skid having vibration dampener pads (if required), preferably without any need for anchoring of the compressor skid to foundation. The free-standing compressor skid shall be placed on the firm cemented ground for quick start up.
- 14.8 Bidder shall clearly specify the type of foundations required to be constructed for their model and whether it is required to be anchored to the foundation or free-standing. In case of anchoring, the details shall include the size of the foundation block, concrete material, grout material, steel reinforcement, compressor displacement dimensions, etc. These details to be submitted with the technical bid.
- 14.9 All equipments to be supplied, under the tendered work, shall be tropicalised (climate proofed) and designed to withstand temperature extremes applicable for Indian climate, dust penetration and high relative humidity.
- 14.10 Complete pipe work and tube work of each compressor package shall be designed so as to cause minimum pressure drop in the various systems. Under fast fill system, least frictional heat is to be transmitted into gas while fast filling of NGVs. Supplier will design the whole package in such a way that all equipment and sub-systems are modular in approach for easy maintenance. The scope of supply shall include everything necessary for correct and safe operation of whole station package.
- 14.11 Compressor along with its drive, lubrication system, inter cooler, after cooler, piping, electrical, instrumentation shall be packed on a single skid. The whole compressor package shall be on a single skid.
- 14.12 All gas piping shall be designed, fabricated and tested in accordance with ANSI B31.3. The material for gas piping shall be seamless carbon steel manufactured in accordance with ASTM A-53 Gr. B or ASTM A-106 Grade B.



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- 14.13 All piping work shall be shown gas/water/air flow directions, preferably with colour code.
- 14.14 Materials used for the high pressure tubing shall be stainless steel 316 tubing - high quality fully annealed seamless type austenitic hydraulic tubing to ASTM A269. Hardness Rb80 or less and suitable for bending and flaring. O.D tolerance shall not exceed ± 0.005 ". All tubes shall be of as per Table V
- 14.15 All fittings on high pressure tube work shall be of double compression ferrule fitting of approved makes shall be of as per Table V and shall be of SS316 material only.
- 14.16 All the valves on high pressure tube work shall be as per Table V and shall be of SS316 material only
- 14.17 Bidder shall submit test certificate for physical properties, chemical analysis, tolerance, ovality for pipes, tubes and fittings. 100% tubing and piping after final stage discharge is to be hydro tested to 6000 psig pressure. Each tube/pipe to be individually stamped/ printed with grade, size, heat no. year and month of manufacture.
- 14.18 The compressor package is to be configured for and supplied with fully automatic control including unloading valves, automatic blow-down recovery system, start and stop pressure switches and timers, visual and audible indicators, relief valves and safety cut-outs necessary for safe and reliable operations.
- 14.19 Packages component such as valves, filters, electrical devices, pipe connection etc., shall be arranged so that operation and replacement readily possible without the removal of adjacent components.
- 14.20 Routine service item such as, but not limited to crank case oil filters, inter stage gas filters, inlet and outlet gas filters drive belt shall be located to facilitate easy one man servicing.
- 14.21 Items, which must be operated or monitored during operation of the system shall be readily accessible without opening of the enclosure door.
- 14.22 Conduits and tubing shall be arranged in orderly and systematic manner and shall be routed neatly to enter the back of display or monitoring panels.
- 14.23 The package shall be totally self contained complete with compressor including main electric motor, inter-cooler, interconnecting gas piping, water piping, air piping, electric panel, blow down system, coolers, priority fill panel and controls except for incoming gas supply.
- 14.24 In case of fault, a warning hooter with flashing light shall operate, the sound of which should be audible with 100 dB at distance of at least 15 meter. Acknowledgement / resetting of fault shall be possible only from compressor panel.



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15 The compressor automatic starting takes place :

- 15.1 When the minimum rated discharge gas pressure is reached.
- 15.2 By means of manual push-button control.

16 The compressor stops automatically :

- 16.1 When the maximum rated discharge gas pressure is reached and after the compressor has operated for 1 to 2 minutes on no load or bypass mode due to no demand of gas. However provision shall be made to reset the time in the range of 30 sec to 30 min.
- 16.2 By means of manual push-button control
- 16.3 When minimum suction pressure is reached from mobile /stationary cascade.

17 The compressor shuts down (in manual as well as auto mode) :

- 17.1 When the minimum inlet gas pressure is reached.
- 17.2 When the maximum inlet gas pressure is reached
- 17.3 When the minimum oil pressure is reached
- 17.4 When the maximum discharge gas temperature is reached at each stage
- 17.5 When the maximum discharge gas pressure is reached at each stage.
- 17.6 When the maximum water temperature is reached
- 17.7 When gas and / or flame detector alarm activates
- 17.8 By means of manual push-button control/ESD control
- 17.9 Compressor bypass valve should be suitable for automatic operations with override for manual operations.
- 17.10 When the minimum water pressure / flow is reached
- 17.11 When maximum lubricating oil temperature is reached.
- 17.12 Low oil pressure is reached.
- 17.13 Due to abnormal or high vibration.
- 17.14 No signal/unhealthy signal from the mass flow meters.
- 17.15 When any auxiliary equipment like water pump, oil pump, heat exchanger fan etc failed.
- 17.16 Electrical Faults such as over voltage, under voltage, earth leakage, single phase, Phase reversal, over current
- 17.17 When earth fault current exceed the set value.
- 17.18 Others as considered essential for safe operation of the system.
- 17.19 Each package shall be furnished with an audible and visual alarm system for annunciation equipped on compressor trip.

18 Emergency shut down device

- 18.1 The emergency shut down (ESD) system is also in scope of bidder. This shall be in accordance with NZS 5425. A fail safe system shall be designed and incorporated to isolate storage cascade from dispenser, stop compressor, isolate compressor suction and discharge line etc on activation of ESD switch. This ESD switch shall have to be manually reset to restart the compressor package again. All the ESD



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system components, switches, valves, tubing & fittings shall be suitable to hazardous area and shall be supplied and installed by bidder at site. Total 3 nos. ESD shall be provided per package, as per clause 13.11 of technical specification.

19 SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE OF BOOSTER COMPRESSORS FOR PERIOD OF 10 YEARS.

19.1 The warranty period of one year and nine years after warranty period, the bidder shall maintain the compressor with spares and consumables at his own cost. (MNGL reserve the right to commission the compressor with 2 month advance notice to bidder).

19.2 Void

19.3 ACCOMMODATION/TRANSPORTATION/MEDICAL

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor personnel.

19.4 DISCIPLINE

The contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted out and in case any complaint is received against any of his employee, he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

19.5 GATE PASS/IDENTITY CARD

The contract shall arrange to supply/renew identity card to his workforce at his own cost, if so required by MNGL for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

19.6 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

Nothing contained herein shall restrict MNGL from accepting similar service from other agencies at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time.

19.7 SUB-LETTING OF CONTRACT

No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the BIDDER directly or indirectly to any



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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 BIDDER 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-CONTRACTOR TO BE SUPPLIED:**

At the commencement of every month the BIDDER shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the BIDDER and working at the 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 SUB-CONTRACTORS:**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the BIDDER 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 BIDDER

The BIDDER shall bear all responsibility for any act or omission on the part of sub-BIDDERS 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 BIDDER request him to terminate such subcontract and the BIDDER upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-BIDDER(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 BIDDER 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. except for the authorized agent. Bidder shall mention the details of authorized agent in their bid.

19.8 COMPLIANCE OF LAWS

- i) The BIDDER deploying 20(twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required. The BIDDER (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent



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authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

- ii) The BIDDER shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the supplier for rendering services to PURCHASER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The BIDDER shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.
- iii) The BIDDER shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.
- iv) The installations where job is to be carried out are live and have hydrocarbon environment. Supplier shall comply with all safety and security rules and regulations and other rules laid down by PURCHASER for its operation. It shall be the duty / responsibility of the supplier to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the BIDDER's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.
- v) The BIDDER shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. PURCHASER has to pay compensation for a workman employed by the supplier due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the supplier and /or security deposit. Insurance of equipment after performance test shall be arranged by owner.
- vi) **BIDDER has responsibility as a Principal employer to check all the statutory compliances of the deployed staff at MNGL site by Sub-Letting contractors. BIDDER has to check all the documents and verify it. MNGL is not responsible for any dispute regarding statutory compliances.**

19.8 THE ENGINEER IN CHARGE SHALL HAVE POWER TO

- i) Issue the BIDDER from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the BIDDER shall carry out and bound by the same.
- ii) During the currency of the contract, BIDDER needs to follow recommended plan of preventive maintenance of OEM and accordingly deploy the services and manpower.
- iii) Order the BIDDER to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company



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representative as to the competence of any workman engaged by the supplier shall be final and binding on the BIDDER.

19.9 THE OFFICER IN CHARGE SHALL HAVE POWER TO

19.9.1 Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.

19.9.2 During the currency of this contract, MNGL can increase and/or decrease the number of the services/technicians to meet contractual requirements.

19.9.3 Order the contractor to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

19.10 REPATRIATION AND TERMINATION

PURCHASER shall reserves the right at any time during the currency of the contract, to terminate it by giving 30 days' notice to BIDDER, and upon expiry of such notice period the supplier shall vacate the site/office occupied by him immediately.

19.11 INDEMNITY AGREEMENT

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws rules and regulations having bearing over engagement of works directly or indirectly for execution of work and the contractor hereby undertake to indemnify the company against all action, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (Compensation insurance) act ESI Act, Fatal Accident Act. Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA)

19.12 DAMAGES / PENALTY

19.12.1 During the warranty period of one year and nine years after warranty period, the contractor must ensure that the compressor is available round the clock (24 hours a day and 365 days a year) for performing the required services as defined in the tender document except during preventive maintenance & breakdown.

19.12.2 Penalty on non-availability of compressor package due to breakdown.

Penalty as per monthly down time of machine on cumulative basis will be as follows.



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Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMh capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

Bid No.: MNGL/CP/2025-26/128

- a. Break-down time-up to 8 hours in a month-No Penalty
- b. Break-down beyond 8 hours till 12 hours in a month -Rs 5,000/-
- c. Break-down beyond 12 hrs till 24 hours in a month Rs 10,000/-
- d. Break-down beyond 24 hrs in a month Rs 10,000/- per day
- e. In any case/ any situation, total penalty will be limited to 50% of monthly invoice value of concerned package.

MNGL will consider 4 hours per month time for carrying out schedule preventive maintenance of the equipment under warranty period.

- 19.12.3 Non-availability of manpower in any shift/any workplace will not be tolerable. The BIDDER will be penalized for each such act as follows..

For non-availability of compressor operator, PPE, Uniform = 1% of Max. Invoice value of Single Pkg. / Incident & Max. amount will be penalized up to 5% of the Max. Invoice value of each package in a month.

If the BIDDER fails to provide PPE and Uniform to his manpower after stipulated time, MNGL will provide the PPE and Uniform at his risk and cost considering original invoice value plus 15% overhead charges which will be recovered from BIDDER.

We at MNGL will not tolerate any kind of Indiscipline act at the premises from the BIDDER employee's during the service time. If any such incident happens, the BIDDER will be penalized 2% of the Max. Inv. Value / Incident & Max. amount will be penalized up to 5% of single package invoice value

In any Case/any situation, total cumulative penalty from all accounts (i.e. from gas loss, break down time, statutory requirements etc.) will be limited to 50% of monthly invoice value of concerned package for concerned month. No penalty will be carried over to next month.

For any IR (Industrial Relation) issue (like strike by operators for wages, union issues etc.) CNG station operation stopped, BIDDER will be penalized Rs.25,000/- Incident. Max. Capping is up to Rs.1,00,000/- Month

- 19.12.4 Non-availability of compressor due to malfunctioning or non-availability of any of its auxiliaries / part shall be considered as the non-availability of the compressor package and shall be liable for above penalty.
- 19.12.5 The penalty clause will be put into force, immediately after successful commissioning and subsequent performance test (which will be for a minimum period of 72 hours) of compressor packages.
- 19.12.6 Any reason for non-availability of compressor package and in scope of the bidder shall be liable for the above penalty.



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19.12.7 In case of any complaint regarding non-fulfillment of any obligation under the contract, MNGL reserves the right to withhold payment to the contractor, and out of such amount and including the security deposit hold, make such payment as it may consider necessary for smooth and unhindered working of the contract.

19.12.8 The BIDDER shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative.

19.13 CONTRACTOR'S RESPONSIBILITY.

The contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative

19.14 EMPLOYMENT LIABILITY OF CONTRACTOR

The contractor shall indemnify MNGL and shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employer for the execution of this contract at any time during/after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and MNGL shall have no responsibility towards them.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Company's representative.

The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The Contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The contractor shall ensure regular and effective supervision of the personnel deployed by him.

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him / work carried out by them.

During the currency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor, the contractor shall be liable to pay the compensation to the company as may be considered reasonable by the company.

19.15 **Maintenance of compressor packages during the warranty period of one year and nine years after warranty period.**



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All spares, consumables, lubricating oil, coolant required for carrying out preventive/any type of maintenance shall be in the scope of supplier.

19.15.1 All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the bidder. The scope will also include handling equipment's like crane, forklift, chain pulley block, etc required during the any maintenances activity.

19.15.2 Any correspondence required to be made with the principal company or OEM or various offices shall be made by the bidder or bidder's agent. All arrangements like phone, fax, computer, Internet etc required for above correspondences shall be arranged by the bidder at his own cost.

19.15.3 The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall provide the detailed preventative maintenance schedule along with

- a) Estimated down time required for each type of maintenance schedule.
- b) List of spares and their quantities required for each type of maintenance schedule per compressor.
- c) Type and number of man days required for each type of maintenance schedule per compressor.

The bidder shall plan such maintenances during non-peak hours and in consultancy with the Engineer In Charge (EIC) of MNGL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.

19.15.4 The bidder shall use only OEM's certified spares during maintenances. All spares shall be kept in sealed OEM stamped packages & should have store invoice of OEM. The packages shall be opened in front of MNGL representative during maintenance. In case, the schedule maintenance of the OEM manual recommends to check and replace parts like valve spring, valve plates, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the MNGL representative. However any untoward consequences for non-replacement of such parts shall be the responsibility of the bidder and spares, repair required to put back the unit into operation will be in bidder's account.

19.15.5 All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the bidder. Instruments required for above inspection like vernier caliper, micrometer screw gauge, fill gauges, bore gauge etc shall be in scope of the bidder and these instruments shall be calibrated every year.

19.15.6 All parts replaced by the bidder during the above contract period shall be properly packed and handed over to MNGL, on replacement.

19.15.7 The contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bimonthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material such as compressor parameter log



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book, complaint log book, service report, break down summary report etc. shall be in scope of the bidder.

19.15.8 All maintenance / inspection job carried out by the bidder shall be recorded in a service report and the report of the same shall be jointly signed by MNGL representative and submitted immediately after carrying out the maintenance. Service report format shall be approved by MNGL.

19.15.9 The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the bidder and MNGL, during the execution of the contract.

19.15.10 Bidder to keep minimum inventory which will be audited by MNGL.

19.15.11 The bidder shall carryout calibration of gas detectors and flame detectors on yearly basis, however, in case of nuisance / false tripping of any instruments due to any technical problem in it and if MNGL ask for calibration of the same, then bidder has to calibrate the instrument immediately or earlier as per requirement or instruction of EIC of MNGL during warranty. Also yearly calibration of all instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the bidder during warranty. In addition to the above all safety relief valves shall also be tested and calibrated every year by bidder during warranty. In case equipments are not in calibration period during commissioning then bidder to calibrate the same for commissioning.

Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.

The bidder shall keep 1 set of safety relief valves in spare for the purpose of calibration.

The bidder shall carry out retesting of pressure vessels periodically i.e. every year or earlier as per Gas Cylinder rules 2004 / Static & Mobile Pressure Vessels Rules.

19.15.12 Maintenance Related:

- ❖ Motors should be verified for weather protection as per class.
- ❖ Final temperature after final stage cooler should be displayed on panel.
- ❖ Compressor 0Flow-rate reading should be given in panel.
- ❖ Sufficient working space and access to all parts of should be provided inside canopy for maintenance.
- ❖ Alarm history of 50 alarms should be provided. It should be possible to download daily log of last three months in excel format. Communication port compatible for Lap-top connectivity to be provided on panel.
- ❖ Inspection and test certificates of all equipment should be verified. Operation, maintenance and overhaul Manuals should be available.



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- ❖ Details of guaranteed power consumption per unit compression at variable suction pressures and curves of variation in flow with suction pressure to be provided by supplier.
- ❖ Ensure that all the equipment installed with the package is certified. Third party inspection preferable. PESO clearance should be obtained wherever applicable
- ❖ Ensure that there is no negative tolerance on the flow rate. Acoustic enclosure should be weatherproof. Sound attenuation to be as per requirement of regulation i.e commercial / industrial zones & during night hrs /day hrs
- ❖ Gas flow directions, package specs, vessels and isolation valves should be painted at respective locations.
- ❖ Hot surface to be clearly marked
- ❖ Grade/ brand of locally available lube oil to be certified by the OEM before commissioning of the package
- ❖ Provide Organogram for the local service agent.
- ❖ Vendor shall submit the detail list of consumables along with the requirement of hydraulic oil replacement with time period
- ❖ Filling point for coolant shall be at an accessible height.
- ❖ The Two banks and direct line shall be properly marked.

20 A MONITORING:

The bidder, at his own cost, will submit following reports in agreed format and frequency.

- a) Progress report to be issued every month to MNGL's site office by 10th of every month. This report shall include progress statistics (Engg. Procurement, supply and installation progress), executive summary, hold-up and slippage, status of important milestones detailed activity description done the month, resource deployment.
- b) Engineering Status Report (Monthly)
- c) Ordering status report (Monthly)
- d) Manufacturing Status Report (Monthly)
- e) Shipment Status Report (Monthly)
- f) Equipment/Material Receipt (at site) Status Report (Fortnightly)
- g) Site Installation Status Report (weekly)
- h) Any other reports desired by Engineer-in-charge.

20 B INSPECTIONS AND TESTING

- 20.1 MNGL or its representative/third party or both shall have access for stage-wise and final inspection to those parts or areas of the plant where work or testing of the equipment is being performed, including packaging items. This is in addition to the manufacturer's own inspection. Bidder shall furnish with the equipment material certification for major components. The bidder has to communicate stage and final inspection dates to MNGL, at least 15 days in advance so that MNGL can arrange for the inspection.
- 20.2 Performance test of all the compressors using natural gas at specified operating conditions with respect to flow capacity, power consumption and sound level shall be witnessed by MNGL or its authorized representative at bidders place/site.



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- 20.3 Acceptance of shop tests shall neither constitute a waiver of requirements to meet the field performance under specified operating conditions nor shall inspection by MNGL or its representative relieve the bidder of his responsibility in any way.
- 20.4 During the inspection, if the performance is not satisfactory/ shortcoming of the contract is observed MNGL will order for re inspection of the same and the cost of the re inspection shall be born by bidder without any price escalation.
- 20.5 Foreign bidders who intend to supply acoustic enclosures locally shall clearly indicate the same in the technical bid. The bidders shall clearly indicate the details of the local facility in India where he intends to do the final assembly / packaging of the compressor with acoustic enclosure.
- 20.6 In case of the local supply of the enclosures, then the bidder shall ensure that the assembly of compressor package with the enclosure is completed at his local facility / works and the assembly shall be offered for the visual inspection with job enclosure, job driver and other accessories. Assembly of the total package has to be completed and inspected at the local facility works to minimize site related problems / misalignment etc. The inspection shall be carried out by MNGL or its authorized representative

21 Erection, testing, commissioning and field performance test.

- 21.1 Bidder shall include unloading of compressor onto the foundation, leveling, alignment, grouting etc. The bidder shall arrange for crane, lifting arrangement, manpower required for lifting of compressor, and unloading on the compressor foundation.
In case the compressor requires any grouting, then grouting (supply and pouring) using shrinkcom grout etc shall be in the scope of the bidder.
- 21.2 Bidder shall conduct a field trial run of each compressor package for minimum 72 hours (can be in multiple runs) duration at guaranteed points in which satisfactory operation of complete package together with all accessories / auxiliaries controls shall be established for specified operating conditions prior to the start of one year maintenance period as defined in the contract. During the field trial run the bidder will be allowed a maximum of THREE attempts to complete the above specified test. The Equipment shall be considered commissioned after the successful completion of Field Trial Run. All punch points raised by OWNER should be completed before performing the FTR. The bidder shall record data of field trial run
- 21.3 Bidder shall furnish pre commissioning and installation checklist.
- 21.4 During the field performance test, all the parameters such as flow rate, power consumption, sound level, vibration level, cabin temperature (temperature within the enclosure) etc will be checked. Functioning of all the safety and protection devices,



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instruments, gauges, measuring devices such as mass flow meters, PLC, priority panel, ESD etc will be checked at the site. Bidder has to demonstrate the functioning of compressor at site.

- 21.5 During field trial run, noise level test shall be carried out and bidder shall demonstrate / achieve the guaranteed noise levels for the complete package including auxiliary motors if installed externally to the enclosure.
- 21.6 All necessary instruments / accessories required for measurement purpose at site shall be pre-calibrated and shall be arranged by the bidder. In case any defect / deficiency is noticed under specified site conditions, bidder shall first rectify the same and repeat the test.
- 21.7 In the event of non-fulfillment of performance guarantees, the vendor, at his own cost, shall do modification, replacement and rectification to meet the guarantee requirement of the purchase order. If within reasonable time limit (as agreed to by both the parties), the vendor fails to make the required corrections in the equipment or its component, the purchaser may at his discretion reject the equipment and can ask the vendor to supply and install new equipment of proper design to meet the performance guarantees, as per the Purchase Order

21.8 Performance Acceptance Test (PAT)

- 21.8.1 Before conducting performance acceptance test at site, Bidder is required to clear all punch points (if any) raised by OWNER / OWNER's authorized representative.
- 21.8.2 Compressor Package Performance test at sites shall be carried out as per ASME PTC9. All necessary instruments/accessories required for this test at site shall be arranged by the bidder and repatriated after successful performance test by the bidder.
- 21.8.3 All such instrument shall be pre-calibrated. Bidder to quote for performance test per compressor package separately at site inclusive of boarding, lodging office space, local transport for bidder personnel and hiring of local contractor, crane etc. bidder shall be liable to pay all local taxes, levies applicable and strictly comply with rules, laws prevailing in India.
- 21.8.4 Performance test shall be conducted at site for minimum 4 hours continuous duration at guaranteed parameters as quoted by the bidder (PAT procedure shall be in accordance with ASME-PTC-09).
- 21.8.5 However, if load is not available at site intermittent running for 4 hours shall be permitted with maintaining minimum continuous operation of ½ hour. Bidder to submit PG test procedure for review / approval. Complete package shall be performance tested as a module whereby along with motor & compressor performance bidder shall demonstrate all controls, shutdown, trips/alarms etc.
- 21.8.6 The test shall be the basis of, acceptance/rejection of the package thereon. Bidder shall submit the detail test procedure for the same, which shall be approved by OWNER. The test for the package shall be witnessed by OWNER/ OWNER's representatives.

22 WARRANTY



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- 22.1 Bidder shall warrant all material and equipment free from defects in design, material and workmanship.
- 22.2 Bidder shall warrant all compressor packages will satisfy the requirements of the intended use and appropriate for application.
- 22.3 Repair / replace any equipment / item which prove to be defective, free of cost.
- 22.4 Assume responsibility for obtaining manufacturer's warranty of all bought out items.
- 22.5 Free of cost replacement of any part found not performing to the specified requirements for at least 18 months from date of delivery or 12 months from the date of successful commissioning. The parts replaced during the warranty period shall have to perform, to the specified requirements for 12 months from the date of replacement or else shall be replaced free of cost.
In case of any failure of major components (insurance components), then the complete compressor package shall have the warranty period of 12 months from the date of replacement.
- 22.6 Supplier shall guarantee that oil carryover in the CNG from lubricated compressor discharge is less than 5 ppm (at gas temperature less than 50°C) before flowing into cascades/dispensers.

23 SPARES

- 23.1 Bidder shall provide necessary spares and consumables required for start up and commissioning, free of cost to MNGL and shall furnish the list of such spares per compressor package in the technical bid. Bidder shall include at least 3 nos suction gas filter element / cartridge per compressor package in the commissioning spares. Unutilized commissioning spares shall be returned back to MNGL after successful commissioning and performance test.
- 23.2 Bidders shall provide list of all spares with their part number of compressor package offered.

24 PRICE LOADING AND COMPENSATION FOR UNDER PERFORMANCE

This section describes the guaranteed parameter, which the booster compressor package must fulfill, the penalty for shortfall in guaranteed parameters and rejection of compressor package by the Purchaser.

The guaranteed parameter shall be adjusted to account for variation in gas composition and prevailing ambient condition during testing.

Necessary calculations shall have to be furnished by Bidder subsequent to PT, which shall be deemed final & no change shall be permitted afterwards.



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In case of any inconsistency in manufacture and/or operation of supplied compressor package, Bidder shall at his own risk and cost, eliminate the defects to the satisfaction of Owner.

For loading and compensation purpose, average power consumption with suction Pressure varying from 200 to 30 kg/cm² and discharge pressure equal to dispensing pressure may be considered. Dispensing pressure will depend on empty vehicle pressure to be fuelled and compressor discharge pressure may not be 220 kg/cm² continuously.

24.1 Compressor Capacity

Bidder shall guarantee average capacity of 400 SCMH from suction pressure varying from 200 to 30 kg/cm² at suction temperature of 30 Deg C, discharge pressure of 220 kg/cm² at discharge temperature of 52 degree centigrade with the no (-) negative tolerance for errors in instruments and measurements.

For calculation purpose 1kg of CNG =1.33 SCMH

Bidder shall also guarantee compressor capacity in SCMH as per guaranteed parameters (refer cl. 2.12) for design case gas composition, suction pressure and suction temperature as specified against guaranteed condition with discharge pressure of 220 kg/cm² g with no negative tolerance for errors in instruments and measurements. Mechanically the compressor shall be suitable to operate from min to max suction pressure without throttle and suction valve full open condition.

24.2 Price Loading Criteria of compressor

Average Electric power consumption in KW with no (+) tolerance with overall full range of suction pressure varying from 200 to 30kg/cm² (on continuous basis) to discharge 400 SCMH gas per hour at discharge pressure varying from 200 to 20 kg/cm² (on continuous basis) **shall lie between 17 and 21 KW for loading and penalty purpose.** The bidder shall not be given any preference or price benefit for quoting power consumption less than 17.0 KW. However, if the power consumption quoted by the bidder exceeds 21 KW, the bid will be rejected. Further, the guaranteed KW of all the techno - commercially qualified Bidder shall be compared on the basis of the lowest KW quoted by all the techno - commercially accepted Bidders within the range 17.0 to 21.0 KW. Other shall be loaded as follows:

Differential operating cost (Ex)

Ex (in Rs) = (PB-PL) X T X Re X DF X N

Where,

Ex = Differential electric cost.

PB = Total power quoted by the Bidder in KW (as per Guaranteed Parameter)

PL = Lowest of all the power values quoted by all the Techno-commercially accepted Bidder in KW (Within the range 17 KW to 21 KW). The value shall be considered as 17.0 KW only, even if the value quoted by any bidder is less than 17.0 KW.



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T = Time in hours = 3650 (10 hours per day for 365 days)

Re = Unit rate of electricity i.e. Rs 19 per unit

DF = 6.145 (Discounting factor @ 10% to arrive at Net Present Value (NPV) based on
10 years of operating years)

N = No of Machines.

Penalty against non performance of compressor

24.3 Penalty due to Power consumption.

24.3.1 During compressor package performance test, in case the electric power absorbed by the Compressor package (including auxiliaries but excluding air compressor) for guaranteed average flow of 400 SCMH is more than the guaranteed power consumption mentioned at the time of bidding, penalty on the flowing basis shall be imposed on the Bidder :

$EY \text{ (in Rs)} = 2.0 \times (P_t - P_b) \times Re \times T \times DF$

Where, EY = Differential electric cost.

Pt = Total power absorbed by the compressor package in KW, at the time of performance test of the compressor package at site.

Pb = Total guaranteed power quoted by the bidder at the time of bidding. The actual value shall be considered and shall not be limited to 17.0 KW even if the value quoted by any bidder is less than 17.0 KW.

T = Time in hours = 3650 (10 hours per day for 365 days)

Re = Unit rate of electricity i.e. Rs 19 per unit

DF = 6.145 (Discounting factor @ 10% to arrive at Net Present Value (NPV) based on 10 years of operating years)

24.3.2 Penalty due to Compressor Capacity. (Package Efficiency Loss)

This penalty shall be imposed on compressor blocks not capable of delivering rated capacity of 400 SCMH

Following calculations shall be used for penalty towards package efficiency loss:

$F = 2 \times \{(400 \times H \times RD \times AD) - M\}$ Where,

F = Penalty Amount in Rupees

H = Hours clocked in a month

RD = Average RD for the month using GC Data

AD = Air Density = 1.22541

M = Discharge mass flow during the month in Kgs

Note: Gauge Pressure at Station Inlet shall be used as benchmark for imposition of penalties and not suction pressure being displayed at the PLC.

24.3.3 Penalty Due to power consumption.



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At the start of O&M period or even at any point of time during the O&M period, cost towards excess power consumption beyond quoted figure shall be deducted from O&M bills.

The volumetric efficiency and rated output of the compressor shall be consistently within the limit. Power consumption per Kg gas compressed should be within the benchmark set by MNGL. At present benchmark for specific power consumption is 0.06 Kwh/kg (Between CNG supply suction pressure of approx. 200 Kg/cm² and mobile cascade disconnection at 30 Kg/cm²).

Sp. Power in Kwh/kg = Total power units consumed by the compressor/ 3 months /Total gas sold in same period i.e. In 3 months

The extra electricity bill amount due to inefficient operation shall be recovered from the lessor at the tariff prevailing at the time of operation. The extra electricity due to higher specific power consumption will be calculated as follows.

The extra expenses to be recovered from the lessor in Rs =

(Specific power consumption over and above the benchmark) x (prevailing power tariff inclusive of taxes, duties & levies) x (Total sale of gas during the billing period.)

26 SPECIAL TOOLS & TACKLES

- 26.1 Bidder shall supply one set of special tools and tackles which are required for erection, start-up, commissioning and maintenance, per compressor package.
- 26.2 The special tools and tackles shall include pullers for removal of cooler fans, pump impellers and fly wheels. Coupling alignment tool with dial gauges, piston removal and fitment tool with Allen key set shall also be included as the special tools.
- 26.3 Brand new separate set of special tools and tackles as required for normal maintenance beyond the contractual period shall be supplied by the bidder at the end of contractual period.

27 DOCUMENTATION (IN ENGLISH LANGUAGE ONLY)

27.1 Along with the technical bid

- 27.1.1 Process and instrument diagram along with Bill of Material. The Bill of Material shall indicate all items, quantity of all items installed per compressor package, their part nos. and make.
- 27.1.2 Duly filled in experience record proforma, as per table III.
- 27.1.3 General arrangement drawing of the compressor package and control panel giving overall dimensions and erection / shipping weight.
- 27.1.4 Technical data sheet of booster compressor and electric motor (both main & fan motor).
- 27.1.5 Flow v/s suction pressure and power v/s suction pressure graph or full range suction pressure i.e. 30 to 200 kg/cm²
- 27.1.6 Gas, water, lube oil, piping and instrument diagram.



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- 27.1.7 Torque speed characteristic of motors.
- 27.1.8 List of commissioning spares per compressor package.
- 27.1.9 List of special tools & Tackles for installation & maintenance per compressor package.
- 27.1.10 List of major bought out items (shall include name of sub vendor, make, model nos. of items) as per table VIII
- 27.1.11 Leaflets, catalogues for all major items.
- 27.1.12 Performance curves as per clause 2.6 (c)
- 27.1.13 Maintenance schedule of the compressor package along with list of Spares for Maintenance
- 27.1.14 Electrical single line diagram.
- 27.1.15 P&ID of priority panel.
- 27.1.16 Start up and shut down write up along with operation philosophy.
- 27.1.17 Start up and shut down interlock diagram.
- 27.1.18 Duly filled compressor data sheet, as per table IV.
- 27.1.19 Reference list of similar / identical compressor package supplied in last 7 years of CNG application.
- 27.1.20 Deviation sheet as per Table V
- 27.1.21 Training schedule with contents.
- 27.1.22 Duly filled in Table VI
- 27.1.23 Duly filled in check list as per table IX
- 27.1.24 Duly filled in Power Table I & II
- 27.1.25 Bidder to indicate clearly the life of the following components, in terms of running hrs.
- Piston rings for all stages.
 - Cylinder liners for all stages.
 - Connecting rod assembly.
 - Piston rod.
 - Packing for piston rod.
 - Piston for all stages.
 - Cross head.
 - Small end bearing.
 - Large end bearing.
 - Suction and discharge valves for all stages.
 - Oil scrapper rings.
 - Others (Bidder to indicate life of other critical components)

27.2 Within 2 weeks from date LOI / P.O.

- 27.2.1 Detailed project schedule preferably in MS project giving all activities such as Design and review, Major bought out items (such as Motors, Control panels, Intercoolers, Compressor block castings, frame etc), Machining of components / castings, Sub assemblies, Stage inspection, Acoustic enclosure assembly, Final Assembly, Final shop testing of machines, Final inspection, dispatch etc.
- 27.2.2 General arrangement drawing of the compressor package, giving overall dimension and erection / shipping weight.



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Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCMH capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

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- 27.2.3 P & ID for gas, oil, water and other circuits.
- 27.2.4 GA drawing, foundation details of the filter assembly including anchoring/grouting, load details, with exploded view drawings shall be provided.
- 27.2.5 Electrical Single Line Diagram along with control philosophy
- 27.2.6 Detailed **foundation plan drawing** of the compressor package, for casting foundation giving load pattern etc.
- 27.2.7 Detailed Civil foundation drawing with grouting/anchoring required if any for proper installation of CO₂ cylinders shall be given for casting foundation along with load details.
- 27.2.8 Details of inlet gas termination including X, Y, Z co-ordinates with respect to center of compressor skid or any reference.
- 27.2.9 Detailed specification of lubricating oil such as kinematic viscosity, flash point, viscosity index etc and quantity of lube oil required for commissioning of each compressor package.
- 27.2.10 Typical cross-sectional drawing and literature to fully describe the details of all major components such as Compressor, Motor, Suction valve, Discharge valve, Piston rod gland packing, Piston rings, Coupling, Lube oil pump, intercoolers etc.
- 27.2.11 Shop test procedure.

27.3 Along with supply.

- 27.3.1 Operation and maintenance manuals – 3 sets all in original for each compressor package (both in hard and soft form). The instruction manual shall describe in detail the construction and recommended procedure for installation, maintaining, operating and trouble shooting of the compressor shall also include cross-sectional drawings, exploded views of all spare parts, brought out items, instrumentation along with part nos., quantity installed per machine. The manual shall provide detailed catalogs of all bought out items.
- 27.3.2 Mechanical & electrical installation drawing including interconnection and wiring diagram. Type test certificates for cables. Tube light, junction Box and other electrical equipment's hazardous area classification certificates. Main motor & cooling fan Motor hazardous area classification, routine test and IP certificate. Compressor panel hazardous area classification, routine test, IP certificate and CCoE Approval.
- 27.3.3 Material, Fabrication, Final Inspection Test certificates, of all major components like compressor frame, mass flow meter, inter stage tubing / piping, intercoolers, motors, oil pump, water pump, control panel, suction/discharge valves, PLC, gas detectors, flame detector, fittings, pressure vessels like blow down vessel, Inter stage condenser bottles, suction filters etc. Casting material & hydro test certificates of all the casted materials and pressure vessels.
- 27.3.4 Calibration certificates for all measuring and protection devices. Test records of mechanical running, performance test and noise level test.



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- 27.3.5 Certificates from statutory authorities confirming suitability of design / construction of all electrical and electronic items for use in hazardous area classification. In case of foreign supply, the bidder shall get all certificates endorsed by office of Chief Controller of Explosives (CCOE), Govt of India within one month of delivery of compressors at site.
- 27.3.6 Complete bill of material of component along with assembly/ dis-assembly drawings.
- 27.3.7 Wear and clearance charts with limits, vibration limits, torque value of all components for assembly/ dis-assembly.
- 27.3.8 All the final drawings shall also be given in digitized form on CD ROM compatible to Auto Cad software.

Annexure-I

1) General Technical Specification for Pressure Transmitter:

- Supply: 24 VDC
- Output: 4-20 mA (2 wire system)
- Material of wetted parts: Stainless Steel 316
- Pressure port: As mentioned in the indent
- Proof pressure: 2 X Full scale
- Accuracy: +/- 0.25 % of span



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- Temperature range of medium: -20 ... +80 °C
- Electrical connection: 4-pin L-plug DIN 43650 connector with mating socket
- Enclosure: Explosion-proof Enclosure, EEX ia
- Area classification: Class I, Division I, Group D as per NEC or zone 1, Group IIA/IIB as per IS/IEC specification
- Ingress Protection: IP 65

Note: Range & End connection shall be as mentioned in schedule of rates and will vary for each item.

2) General Technical Specification for RTD sensor+ Temperature Transmitter

Lead Type	: 3 – wire RTD (Simplex)
Material	: Pt.100 complying IEC 751 standard/ equivalent std.
Tolerance	: Class A or Class B
Enclosure	: Flameproof head (MOC: Die-Cast Aluminum), IP 66 for use Hazardous area classification IIB
Option	: Head mounted Temperature Transmitter (with provision)
Conduct entry	: 1/2" NPT F with SS 303 gland.
Transmitter Range	: 0 to 200 °C
Output	: 4 to 20 mA
Supply	: 24 VDC (2 wire) with protection from power supply reverse polarity.
Mounting	: Head mounted (inside RTD head)
Accuracy	: +/- 0.5 % of span
Calibration	: Onsite using zero & span presets for +/- 25% of range.
Enclosure	: Explosion-proof Enclosure, EEX ia
Area classification	: Class I, Division I, Group D as per NEC or zone 1, Group IIA/IIB as per IS/IEC specification
Ingress Protection	: IP 65

3) Discharge Pressure Switch

Setting range	: 80 / 400 Kg/cm ²
Set Pressure	: 240 Kg/cm ² (increasing)
Max. Pressure	: 600 Kg/cm ²
Dead band	: 20 Kg/cm ²
Repeatability	: +/- 1% of span
Sensor	: Piston & Antagonist spring to counteract vibration.
Wetted parts	: Piston AISI 316
Temperature Range	: 30 to 80° C
Contacts	: SPDT micro-switch
Electrical rating	: 15 A, 230 VAC
Mounting	: Vertical, wall mounting, installation on high vibration machines
Enclosure	: Explosion-proof Enclosure, EEX ia
Area classification	: Class I, Division I, Group D as per NEC or zone 1, Group IIA/IIB as per IS/IEC specification



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Ingress Protection : IP 65

4) Pressure Gauge

Dampening liquid : Glycerin 98%

Operating media : Natural Gas

End fitting Material : SS 316 L

Material of construction:

Case : SS 304

Ring : SS 304

Socket : SS 316 L

Bourdon : SS 316 L

Movement : SS 304

Joints : Tig Argon Arc welding

Accuracy : + / - 2 % of F.S.

Ambient Temp. : 20° C to 60° C

Process Temp. : up to 100° C

Ingress Protection : IP 65

Over pressure limit : 30% of Pressure range

Window : Sheet glass

Gasket : Neoprene

Blow off disc : Neoprene

Dial : Aluminium, black graduation on white background

Pointer : Aluminium Black coloured

5) Temperature Gauge (Capillary Type)

Type : Gas filled temperature gauge.

Temp. Element : Capillary Type

Case Material : Die-cast Aluminum, screwed type benzel, weatherproof to IP-65 as per IS: 2147

Mounting Type : Back Center with mounting bracket / Clamp

Range : 0 to 100 deg. C or 0 to 200 deg. C

Accuracy : +/- 2 % FSD

Over range : 125 % FSD

Capillary : SS covered + Armoured, 10 meter long minimum

Window : Sheet glass

Dial : Aluminum, black graduation on white background

Pointer : Aluminum Black colored

Ingress Protection : IP 65

Annexure-II

A) Technical Specification for Gas Detector:

Make (Model): Detcon (IR700)/ Crowcon (Nimbus)/ Det- Tronics (PIRECL) & Honey well

Type: IR Absorption

Detectable Gas: Natural Gas (Methane)



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Detection range: 0 to 100 % LEL

Accuracy: +/- 5 % LEL through-out the range

Response time: Less than 5 seconds

Repeatability: +/- 2 % FS

Supply: 24 VDC

Output: 4 to 20 mA

Status indication: LED indication or Local Display. Separate indication for No gas leak, Low alarm, High alarm, optics failure and calibration in progress shall be available.

Relay output: 2 outputs (High alarm, Low alarm)

Contact rating: 2 A, 230 VAC/24 VDC

Conduct entry: 2 entries, 1/2" NPT (shall be provided with 1/2"NPTM double compression cable glands)

Temperature range: 45°C inside Enclosure

Mounting: Roof mounted or wall mounted. **For threaded type detectors suitable termination box (approved for use inside hazardous area) shall be provided.**

As the detector shall be vibrations arising mounted inside CNG compressor canopy, the same shall be capable of withstanding from reciprocating compressor.

The detector shall be supplied with suitable whether shield for protection against dust particles.

Enclosure: Explosion proof, EEx d

Ingress Protection: IP 66, NEMA 4

Certification: For use in Hazardous area Class I, Div I, Group IIA, IIB, T6 approved under FM or CSA certifications

B) Technical Specification for Flame Detector:

Make: Honeywell

Type: UV and IR Detector



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Spectral range: UV radiation over the range of 185 to 260 nanometers (1850 to 2600 angstroms); IR radiation in the 4.4 micron range

Detection angle: 120 cone of vision

Supply: 24 VDC

Output: Fire relay - Both Contact output NO and NC required.
Fault relay - Contact output NO and NC required.

Contact rating 30 VDC, 2 A or 125 VAC, 1 A

Conduct entry: 2 entries, ½" NPT (shall be provided with cable glands)

Operating media: Natural Gas

Temperature range: 0 to 60° C

Response time: Less than 5 seconds

Enclosure: Explosion proof enclosure, EEx d

Ingress Protection: IP 66, NEMA 4

Housing: Anodised aluminium with powder coated finish or equivalent with prior approval from MNGL.

Mounting: Roof mounted or wall mounted. For threaded type detectors suitable termination box (approved for use inside hazardous area) shall be provided.

Certification: For use in Hazardous area Class I, Div I, Group IIA, IIB, T6 approved under FM or CSA certifications

Note: Any deviation to the specifications shall be clearly mentioned in the tender document.

Annexure III

TYPICAL DRAWING OF CNG BOOSTER COMPRESSOR LAYOUT AT CNG STATION

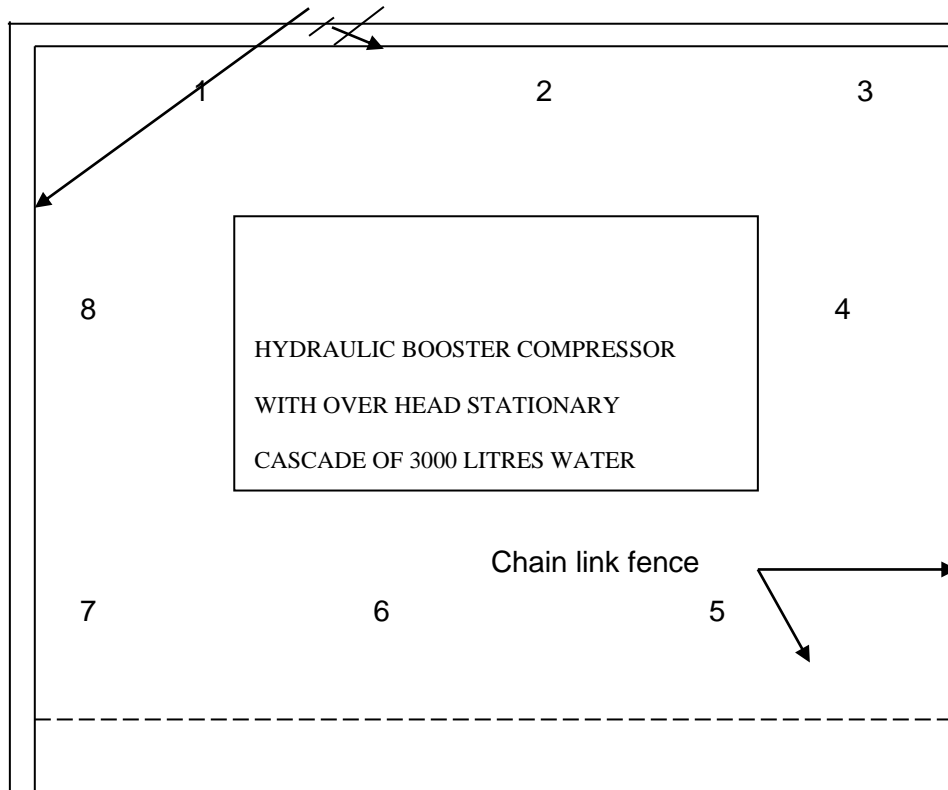


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RCC/BRICK WALL OF 22.5 CM THICKNESS AND 2.0 METER HEIGHT



Please note that the noise level shall be measured at points 1 to 8 which are at 1 meter from the compressor canopy / enclosure and shall be 75 db (A) maximum.

Annexure IV

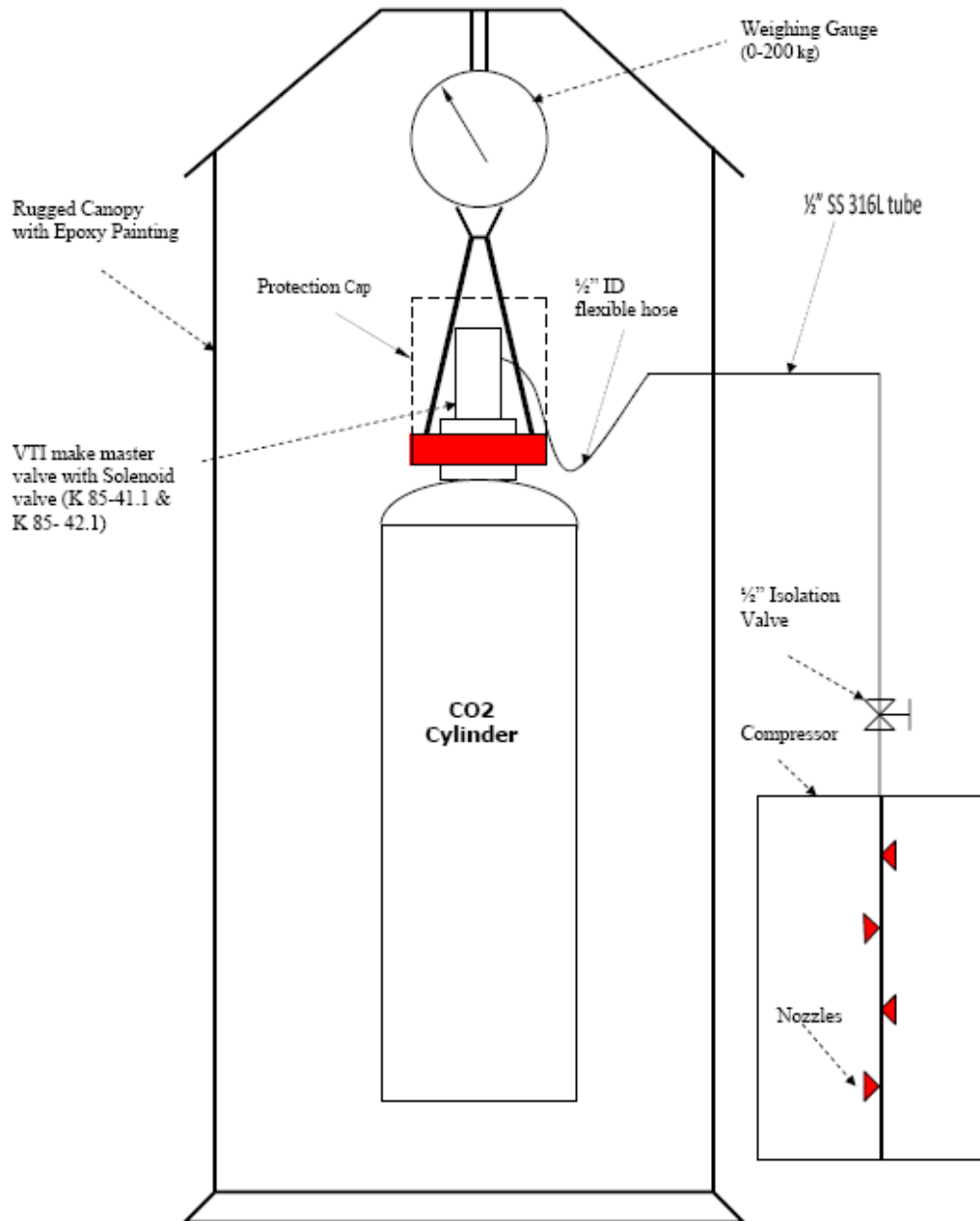
SCHEMATIC OF CO2 FLOODING SYSTEM DRAWING



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Annexure – V (SCADA Details)

Sr. No.	Make	CPU Model	Modbus Module			Ethernet Module		
			Description of Module	Part No.	Qty/ Machine	Description of Module	Part No.	Qty/ Machine



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1	Siemens	S7-300 Family (CPU313/314/315 series)	Step 7 Classic Standard - Driver for MODBUS master V3.1 (for CP 441-2 and CP 341, with software & HW Dongle)	6ES7870-1AA01-0YA0	02 No.	SIMATIC NET, CP 343-1 LEAN COMMUNICATION PROCESSOR	6GK7343-1CX10-0XE0	01 No.
2	Siemens	ET-200 S	ET200S, EL MOD., 1SI, RS2 32/422/485 MODBUS	6ES7138-4DF11-0AB0	02 No.	SIMATIC DP, IM151-8 PN/DP CPU FOR ET200S, 192 KB WORKING MEMORY, INT. PROFINET INTERFACE (WITH THREE RJ45 PORTS) AS IO-CONTROLLER, W/O BATTERY MMC REQUIRED	6ES7151-8AB01-0AB0	01 No.
3	Siemens	S7-1200 Family (CPU 1215C only)	SIMATIC S7-1200, COMMUNICATION MODULE CM 1241, RS422/485, 9 PIN SUB D (MALE), SUPPORTS MESSAGE BASED FREEPORT + SIMATIC S7-1200, COMMUNICATION MODULE CB 1241 RS485	6ES7241-1CH32-0XB0 + 6ES7 241-1CH30-1XB0	01 No. each	CSM 1277 Ethernet switch - 4 ports	6GK7 277-1AA10-0AA0	01 No.
4	Schneider	CPU M340	2-Way Serial Link Modbus Module	BMXNOM0200	01 No.	Ethernet module M340 - flash memory card - 1 x RJ45 10/100	BMXNOE0100	01 No.



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TABLE I

**EXPERIENCE RECORD PROFORMA FOR BOOSTER COMPRESOR PACKAGE (Pg. 1
of 2)**

Sr. No.	Parameter	Information on offered model	Information on existing installation In MNGL				
1	No of units						
2	Service						
3	Site data						
3.1	Suction Pressure range Kg/cm ²						
3.2	Suction Temperature in Deg C						
3.3	Discharge Pressure Kg/cm ²						
3.4	Discharge Temperature in Deg c						
4	Compressor frame						
4.1	Make						
4.2	Model						
4.3	Capacity (scmh) at 30 Kg/cm ²						
4.4	BKW						
5	Motor						
5.1	Make						
5.2	Model						
5.3	Name plate rating, KW						
6	Total auxiliary equipment power, KW						
7	Drive arrangement (Direct / V- Belt)						
7.1	Coupling Type						
8	Cooling system						
8.1	Type of cooling water system						
9	Compressor enclosure						
9.1	Noise level at 1 m from enclosure						



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10	Priority panel						
10.1	Type						

Table I (cont..)

EXPERIENCE RECORD PROFORMA FOR BOOSTER COMPRESOR PACKAGE (Pg. 2 of 2)

SI No	Parameter	Information on offered model	Information on existing installation (not prior to 2004)				
11	Other information on installation						
11.1	Purchase Order number and date						
11.2	Inspection release note number and date						
11.3	Date of supply of unit						
11.4	Date of commissioning of unit						
11.5	No of operating hours completed as on bid due date.						
12	Major problem encountered, if any (Performance certificate from the purchasers to be enclosed)						
13	Any other information						

Note:

1. Since this information required in this proforma shall be used to assess the proven ness of the offered compressor package, it is in interest of bidder to furnish references of those cases which closely match the offered compressor package and bidder to ensure that each information furnished is correct and complete in all respects.
2. Bidder shall also furnish along with the bid his standard reference list for offered packaged compressor supplied by him for various services. Bidder to furnish the certificate of **trouble free operation from their clients.**

Table – II



**MAHARASHTRA NATURAL
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DATA SHEET FOR COMPRESSOR PACKAGE

Sr.no	REF. NO IN TECH.SPEC	PARAMETER	SPECIFICATION	OFFERED
1		Compressor type	To indicate	
2		Manufacturer	To indicate	
3		Model No.	To indicate	
4		No. of compression stages	To indicate	
5		Cylinder arrangement	To indicate	
6		No. of cylinders	To indicate	
7		Single acting/double acting	To indicate	
8		Non - lubricated or lubricated	NON LUBRICATED OR PREFERABLY OIL LUBRICATED	
9		Type of gas cooling	Air / Water cooled (Ultimate cooling by air)	
10		Maximum intake gas temperature	50 deg. C	
11		Drive Type: Electric motor	Vee belts / Direct coupled	
12		Rotation speed of the motor (RPM)	To indicate	
13		Maximum motor power	10 % margin over and above max power requirement.(BkW)	
14		Min Gas pressure at compressor inlet (Kg/cm ²)	30 Kg/Cm ²	
15		Compressor discharge pressure	250 Kg/cm ² at 50 deg. C	
16		Compressor discharge temperature after aftercooler	50 Deg C + 8 Deg C Above the Ambient Temp	
17		Compressor speed	To indicate	
18		Compressor maximum capacity in Sm ³ / hr (at specified suction condition)	To indicate	
19		Compressor minimum capacity in Sm ³ / hr (at specified min suction condition)	To indicate	



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20		Flow and Power consumption at various suction conditions as per Table IV	To indicate	
21		Codes and standards	OSID 179 , NFPA - 37 , NZS 5425 , ANSI , ASTM NEC , NEMA	
22		All controls shall operate in fail safe mode	To indicate	
23		Hazardous area classification	Class I , Div I group D as per NEC or Zone I , Group II A / II B as per IS/IEC	
24		Gas and Flame detectors	2 Nos L.E.L (infrared type) and 2 Nos Flame Detectors (UV type)	
25		CO2 flooding system	As per tech specification 6.9.1 to 6.9.10	
26		Booster Compressor Design standard	To indicate	
27		Liners	Preferably removable type	
28		Piston ring material for I stage	To indicate	
29		Piston ring material for II stage	To indicate	
30		<u>Life of following components in running hrs.</u>		
A		I stage piston rings	To indicate	
B		II stage piston rings	To indicate	
D		Liner for I / II	To indicate for all stages	
E		Piston rod for all stages	To indicate for all stages	
F		Packings for piston rod	To indicate	
G		Suction valve assembly for all stages	To indicate for all stages	
H		Discharge valve assembly for all stages	To indicate for all stages	
I		Oil scrapper rings	To indicate	
J		Others critical components	To indicate	
31		Intercooler tube material	Carbon steel	
32		Recommended lube oil type,	To indicate	



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		grades, specifications and quantity		
33		Pressure indicator each stage suction and discharge	Yes	
34		Temperature Indicator each stage suction and discharge (before and after cooling)	Yes	
35		Oil pressure indicator	Yes	
36		Oil cooler outlet temperature indicator	Yes	
37		Non-resetable hour meter	Yes	
38		Low lube oil pressure transmitter	Yes	
39		Low oil level protection switch/level indicator.	Yes	
40		High discharge temperature transmitter for all stages	Yes	
41		High discharge pressure transmitter for all stages	Yes	
42		Low gas suction pressure transmitter	Yes	
43		Cooling water flow switch	Yes	
44		Cooling water temperature switch.	Yes	
45		Compressor shall be supplied with SCADA compatibility	As per our tech spec clause 9	
46		PLC	Make and model of PLC(As per tech 9.4)	
47		Electric control panel	As per our technical specification clause 9.31	
48		Synchronous Speed	To indicate (clause 10.7)	
49		Gas delivery system	As per our tech specification clause 12	
50		System enclosure	As per our tech specification clause 13	
51		Maximum temperature within the enclosure (in Deg C), based on ambient temperature of 47.5 Deg C	Not more than 49 Deg C	
52		Degree of protection for enclosure	IP 55 OR Above	
53		Noise level at 1 mtr distance from compressor enclosure	55 to 65 dBA	



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54		Electrical motor and Electrical parameters (i) Main Motor (kW) -22 Kw (ii) Water Pump (kW) – 1.5 kw (Bidder to specify) (iii) Radiator Fan (kW) – 2 X 0.75 kw (Bidder to specify) (iv) Air Compressor (kw) – 1.5 kw (Bidder to specify) (v) Exhaust fan (kw) (Bidder to specify)	As per our tech specification clause 10	
55		Emergency Shutdown device	As per our tech specification 13.11	
56		The compressor shutdown	As per our tech spec clause 17	
57		In case of foreign bidders, acoustic enclosures are supplied from OEM works or locally.	To indicate. If enclosures are sourced locally then provide the details of the local facility where he intends to do the assembly	
58		Final assembly to be offered for visual inspection	As per clause 20.5 & 20.6 of tech. specification	
59		Erection, testing, commissioning and field performance test.	As per clause 21 of tech. specification\	
60		Warranty	As per our tech specification	
61			(22.1 to 22.6)	
62		Commissioning spares	Spares and consumables to be furnished free of cost and list of such items to be furnished	
63		Special tools and tackles	As per our tech specification (26.1 to 26.3) to indicate the list	
64		Estimated life of compressor package (in running hours)	To indicate	
65		Repair and maintenance charges per annum assuming 10 years life of the compressors as % of capex	To indicate	



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66		Repair and maintenance charges per annum assuming 10 years life of the compressors in USD/Sm ³	To indicated	
67		Average compressor capacity at specified suction and discharge conditions (Sm ³ /hr) (required 400 scm ³ /hr) (Sr no. 1 of clause 2.12)	To indicate	
68		Guaranteed compressor KWH to compress 400 Sm ³ gas (Sr no. 2 of clause 2.12) (loading purpose) *	To indicate	
69		Minimum flow capacity corresponding to suction Pressure of 200 kg/cm ² (Sr no. 3 of clause 2.12)	To indicate	
70		Minimum flow capacity corresponding to suction Pressure of 30 kg/cm ² :	To indicate	
71		Specific power consumption of compressor package Kwh/Kg CNG (Penalty purpose) *	To indicate	

Table III

Deviations sheet

Sr No.	Clause no.	Tender Specification	Deviation taken	Reasons for deviations / remarks

Certified that only the above mentioned deviations have been taken against this tender.



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Table – IV

Flow and Power Table

Suction Pressure (Kg/cm²)	Flow in Sm³/hr	Guaranteed compressor package absorbed power including all losses and inefficiency (KW)
30		
40		
50		
60		
70		
80		
90		
100		
110		
120		
130		
140		
150		
160		
170		
180		
190		
200		

Note :



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1) The above values shall be at specified suction (at 40 Deg C), gas composition as mentioned in sr no 3 and discharge condition (at 250 Kg/cm² and 49 deg. C)

**Table-V
List of Bought out Items.**

SI No	Description	Approved vender list	Offered
1	Electric motor	Siemens, WEG, ABB, BALDOR and Crompton Greaves, Bharat Bijlee	
2	PLC	Siemens (S7-300) and Schneider (TSX 3722)	
3	Mass Flow Meter	Micromotion, USA (Sensor Model CNG 50 or higher and transmitter model 1700 or higher) Endress + Hauser make (Model CNG mass)	
4	Inlet solenoid valve	Make of the solenoid valve : Parker/ ASCO/MICRO/Jefferson/ Burkert /Rotex/ Any other make subjected to MNGL Approval Make of the actuator :Parker/ Swagelok/Spirax Sarco/Rotex/ NELES INDIA PVT. LTD/ Any other make subjected to MNGL Approval	
5	Pressure regulator	Fisher / Tartarini/Nirmal/ASPRO/ Any other make subjected to MNGL Approval	
6	Switches/fuses/contact ors	Siemens/Schneider/L&T	
7	FLP Switchgear	Baliga/FCG/FPE/Sterling / Flexpro/Sudhir/ Shyaam Switchgear	
8	Cables	Polycab /Finolex/ RR Kabel/ Universal cable/KEI	
9	GD	Detcon (IR700)/ Det-tronics (PIRECL) /Crowcon (Nimbus)/Honeywell/ ESP	
10	FD	Refer Annexure-II-B(Make (Model): Net Safety/ Pyrotector)/ Honeywell/ ESP/ Krom Schroder Refer Annexure-II-B	
11	SS 316 2 way Ball Valves	Parker/Swagelok/SSP/DK Lok/ Hamlet. Any other make subjected to MNGL Approval	
12	SS 316 Tubes	Sandvik/FAE/ Tubacex	



**MAHARASHTRA NATURAL
GAS LIMITED**

Tender for Annual Rate Contract for procurement of 22 KW Electric Motor driven 250 SCM/H capacity Hydraulic Booster Compressors for Pune, Nashik, Sindhudurg, Ramanagara, Nanded & Nizamabad GA's of MNGL.

Bid No.: MNGL/CP/2025-26/128

13	SS316 Fittings	Swagelok/Parker/SSP/D K Lok	
14	Pressure transmitter	Setra	
15	Temperature transmitter	Exotherm	
16	Pressure & temperature gauge	AN Instruments" & "General Instruments	
17	Safety Valves	Mercer-USA/ Fainger Leser/ DK Lok	
18	Air compressor	IR make/Kirloskar/ELGI Any other make subjected to MNGL Approval	
20	Cable glands	Comet/Dowells/Sudhir /Any other make subjected to MNGL Approval	

Note: Bidder shall clearly mention the make and model of the items in 'OFFERED" column.

Table VI

Check list for documents to be submitted by the bidder as per tender specification.

Sr. No.	Documents to be submitted in technical bid	Submitted
1	Process and instrument diagram with bill of material.	Yes / No
2	Duly filled in experience record proforma, as per Table I.	Yes / No
3	General arrangement drawing of the compressor package giving overall dimensions and erection / shipping weight.	Yes / No
4	Technical data sheet of compressor and Gas engine.	Yes / No
5	Typical cross sectional drg and literature to fully describe the details of major components such as Compressor, motor, Suction valve, Discharge valve, Piston rod gland packing, Piston rings, Coupling, Lube oil pump, etc.	Yes / No
6	Intercooler data sheet indicating material of tube, tube size etc.	Yes / No
7	Gas, water, lube oil, piping and instrument diagram.	Yes / No
8	Performance curves for mentioned pressure range	Yes / No
9	Torque speed characteristic of motor	Yes / No
10	List of commissioning spares per compressor package.	Yes / No
11	List of special tools & Tackles for installation & maintenance per compressor package.	Yes / No
12	List of major bought out items.	Yes / No
13	Leaflets, catalogues for all major items.	Yes / No
14	Shop test procedure.	Yes / No
15	Maintenance schedule of the compressor package along with list of spares.	Yes / No
16	Electrical single line diagram.	Yes / No
17	P&ID of priority panel.	Yes / No
18	Start up and shut down write up along with Operation philosophy.	Yes / No
19	Start up and shut down interlock diagram.	Yes / No



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20	Duly filled compressor data sheet as per Table II.	Yes / No
21	Reference list of similar / identical compressor package supplied in last 7 years of CNG application.	Yes / No
22	Deviation sheet as per Table III.	Yes / No
23	Duly filled in Table IV	Yes / No
24	Training schedule with contents.	Yes / No
26	Duly filled in Table V	Yes / No
27	Any other document to be submitted as per tender specifications.	Yes / No
28	Life of major compressor components as listed in data sheet is provided	Yes / No