



**MAHARASHTRA
NATURAL GAS LIMITED**

Tender for Annual rate contract for procurement of CNG Car Dispensers for CNG & CGD Network of MNGL for Pune, Nashik, Sindhudurg & Ramanagara GA.

Bid No.: MNGL/CP/2022-23/71



**MAHARASHTRA NATURAL GAS LTD., PUNE
(MNGL)**

**CITY GAS DISTRIBUTION PROJECT
FOR PUNE, NASHIK & RAMANAGARA GA**

**BID DOCUMENT
FOR**

**Tender for Annual rate contract for procurement of CNG Car
Dispensers for CNG & CGD Network of MNGL for Pune,
Nashik, Sindhudurg & Ramanagara GA.**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)**

Bid Document No.: MNGL/CP/2022-23/71 dt.04.08.2022



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Volume I OF II

**SECTION - I
INVITATION FOR BIDS (IFB)**

BID DOCUMENT NO.: MNGL/CP/2022-23/71

Date: 04.08.2022

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/2022-23/71 dated 04.08.2022
ITEM(S)	Tender for Annual rate contract for procurement of CNG Car Dispensers for CNG & CGD Network of MNGL for Pune, Nashik, Sindhudurg & Ramanagara GA.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Section IV of Vol. II of II
EARNEST MONEY/ BID SECURITY	Rs.2,00,000/- in the form of Demand Draft / BG to be in favor of "Maharashtra Natural Gas Ltd." payable at Pune . Account Details for NEFT / RTGS for EMD: Name of the Beneficiary: M/s Maharashtra Natural Gas Limited Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966
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	12.08.2022, 11:00 Hrs.
Bid submission due date and time	25.08.2022 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	26.08.2022 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	Chief Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1157 Email: gasaid@mngl.in / manan.gupta@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

2.0 BIDDING PROCEDURE

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

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

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



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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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.



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- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 **ZERO DEVIATION TENDER**
Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 3% of Contract/Delivery Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
 - 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

Ganesh Said
Chief Manager (C&P)

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

Note:

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

ANNEXURE-I to IFB



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BIDDERS' ELIGIBILITY CRITERIA

0.0 INTRODUCTION

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

1.0 GENERAL INFORMATION

This tender deals with procurement of CNG Car Dispensers for CNG & CGD Network of MNGL for Pune, Nashik, Sindhudurg & Ramanagara GA.

2.0 SCOPE AND QUANTITY OF SUPPLY:

This specification covers the requirements of Design, detail engineering, manufacturing, assembly, factory testing, supply of dispenser including packaging, insurance, handling, transportation of Dispenser, loading and unloading at MNGL sites / Stores, re-transportation of the Dispenser package from the store to the actual site/station including transit insurance, documentation etc. and providing all related services including installation, integration, site acceptance testing, trial run and commissioning, Maintenance (AMC), commissioning spares, all drawings, documents and licensed software & hardware, converters, cables etc. conforming to MR Specification No. MNGL/Planning/Dispenser/2021/01, Technical Specification for CNG Dispenser: TS No. MNGL/CNG/Dispenser/TS/01 and AMC Doc. No. MNGL/CNG/Dispenser/AMC/01 enclosed with tender.

Item Description	GA	Unit (No.)
CNG CAR DISPENSER	Pune	30
	Nashik	06
	Sindhudurg	02
	Ramanagara	04
Total CNG Car Dispensers		42

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3.0 BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: -

3.1 Technical Criteria:

Sr. No.	Description	Documents Required for Qualification
1.	The Bidder shall have the single point responsibility and accountability for manufacturing / packaging, supplying, installation & commissioning and O&M of CNG Dispenser.	Letter from the Bidder taking single point responsibility and accountability for manufacturing / packaging, supply, installation & commissioning, and O&M of CNG Dispenser.
2.	The Bidder shall be an OEM / authorized supplier / authorized service provider for CNG Dispenser.	<p>1. In case of OEM, confirmation on their letter head stating that they are manufacturer of CNG Dispenser in line with the specification mentioned in the tender is required.</p> <p>2. In case of authorized Supplier / authorized Service Provider, a valid authorization letter on the letter head of OEM showing the name of the Bidder as their Authorized Supplier / Authorized Service Provider for executing the entire tender and giving reference no. of the tender & name of the tender. The authorization shall be valid for 6 (Six) months beyond contract tenure of the tender.</p>
3.	Bidder shall have Valid PESO approval for the CNG Dispenser Model considered for Supply under this tender.	Copy of Valid PESO certificate for the CNG Dispenser Model considered for Supply under this tender.
4.	Bidder shall have Valid Model Approval from Legal Metrology Department for the CNG Dispenser Model considered for Supply under this tender.	Copy of Valid Model Approval from Legal Metrology Department for the CNG Dispenser Model considered for Supply under this tender.

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5.	Bidder shall have Valid License from Legal Metrology Department for Manufacturing, Repair & sales of the CNG Dispenser Model considered for supply under this tender.	Copy of Valid License from Legal Metrology Department for Manufacturing, Repair & sales of the CNG Dispenser Model considered for Supply under this tender.
6.	The bidder shall have full-fledged service support set-up in India.	<ol style="list-style-type: none"> 1. Letter containing the list of manpower that will be part of service set up for locations falling under Maharashtra Natural Gas Ltd. (MNGL) for handling maintenance activities and bidder to provide organogram for the same. 2. List of Minimum Inventory that will be maintained for trouble free operations for locations falling under MNGL.
7.	Bidder must have designed, engineered, manufactured / packaged, tested, supplied to City Gas Distribution company in India from the proposed facility of manufacturing / packaging at least 21 (Twenty-One) Nos. of CNG CAR Dispensers in the last five years and at least one out of these Dispensers should have completed satisfactory operation for not less than 8000 hours as on the bid due date.	<ol style="list-style-type: none"> 1. Copy of Purchase / Service Orders / Contracts of similar works executed during last 5 years. 2. Completion Certificate against the Purchase Order issued for the similar work. Completion Certificate / Confirmation mentioning the Nos. of Dispenser purchased from the corresponding Purchaser / Client (City Gas Distribution Company) & confirmation from the purchaser regarding continuous trouble-free operation of minimum 8000 hours on their letter head.

3.2 **FINANCIAL:**

3.2.1. **Turnover**

The bidder should have achieved a minimum annual turnover of Rs. 365 Lakhs in any one of the last 3 (three) audited financial years i.e., 2019-20, 2020-21 and 2021-22.

3.2.2. **Net worth**

Net worth must be positive as per last audited financial statement i.e., for the year 2021-22.

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3.3.3. Working Capital

The bidder should have a minimum working capital of Rs. 73 Lakhs as per latest audited balance sheet i.e., for the year 2021-22. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of previous year and meet the current working capital requirement.

Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e., 2019-20, 2020-21 and 2021-22 in support of the above.

If the audited financial results of the immediately preceding financial year i.e., 2021-22 is not available, then the audited financial results of the year immediately prior to 2021-22 i.e. 2020-21 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2019-20, 2020-21 & 2021-22 shall be considered for calculation of Annual Turnover as specified at **3.2 of Financial Criteria.**

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

4.0 Evaluation and award of contract:

Evaluation shall be done on overall least cost basis to the Purchaser.

In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e., 2019-20, 2020-21 and 2021-22.

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SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

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

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

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**



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- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of



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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.

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 holiday by MNGL or blacklisted by any Government Department/ Public Sector.

3. One Bid per Bidder

3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common



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directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.

3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

3.3 Alternative bids are not acceptable.

4. Bidder Eligibility

4.1 Experience Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

4.2 Financial Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

5. Cost of Bidding

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

B. BIDDING DOCUMENT

6. Content of Bidding

6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause

a) Volume I of II - IFB, ITB, GCC, ATC

b) Volume II of II – SCC, MR & TS, SOR, etc.

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/



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Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on CPPP's e-procurement website <https://etenders.gov.in> and MNGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

8. Amendment of Bidding Documents

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

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

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

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

C. PREPARATION OF BIDS

9. Language of Bid

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

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

10 Documents Comprising the Bids

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

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10.1.1 UN-PRICE BID

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

10.1.2 PRICED BID

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

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

11. Bid Form & Price Schedule

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

12.0 BID PRICES

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

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

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) Goods & Service Tax which will be payable on the finished goods, if this contract is awarded.



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

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

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

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

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

15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

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

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

16 Period of Validity of Bids

16.1 The bid shall remain valid for acceptance for **four (4)** months from the bid due date.



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16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17 Bid Security

17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque/NEFT/RTGS in favour of Maharashtra Natural Gas Limited, payable as per IFB (issued by Indian Nationalised /Scheduled bank or first class International bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document.

MNGL shall not be liable to pay any bank - charges, commission or interest on the amount of bid security.

In case, bid security is in the form of Bank Guarantee or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank.

The Bid Security shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16.0 of ITB.

17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive

17.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after award of contract and signing of agreement.

17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.

17.7 The bid security may be forfeited:



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- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-41 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
 - iii) to accept correction of errors pursuant to ITB Clause 32.0
 - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Bank Guarantee or letter of Credit shall be in the form provided in the Bidding Document.
- 17.9 **The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
18. **Pre-Bid meeting – As per IFB**
- 18.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 7.1 that may become necessary because of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.
- 18.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- 19 **Format and Signing of Bid**
- 19.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
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- 19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.
- 20 Zero Deviation
- 20.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc., to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.
- 20.2 If any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 3% of Contract/Delivery Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
 - xiv) Bidders 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.

- 21 Mode of Payment
- 21.1 Maharashtra Natural Gas Limited will issue A/C payee cheque for payment payable at par, in case work is awarded to bidder.
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22 Agent/ consultant/ Representative/ Retainer/ Associate [*Applicable for ICB tenders only*]

22.1 MNGL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/Retainer/ Associate in India and pay commission for their services against a particular tender, it should be bare minimum, and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant /Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Consultant/ Representative Retainer/ Associate in India.

22.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative/Retainer / Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant Representative/Retainer/ Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to MNGL. Such remuneration/commission will be paid by MNGL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration commission either in India or abroad is being paid to anyone (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of MNGL.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant Representative / Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iv) All services to be rendered by the Agent Consultant Representative / Retainer/Associate.

22.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate Agent Consultant Representative Retainer/ Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant / Representative/ Retainer/ Associate has a power of attorney/ letter of authority setting out very clearly his role, which will be



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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.

D. SUBMISSION OF BIDS

23.0 PREPARATION OF BIDS

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

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

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

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

24.0 DEADLINE FOR SUBMISSION OF BID

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

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

25.0 LATE BIDS

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



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26.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 26.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 26.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.
- 26.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. MNGL shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.

E. OPENING AND EVALUATION OF BIDS

27. Bid Opening

- 27.1 The Purchaser will open all bids on the e-tendering portal in the presence of bidder(s) representatives who choose to attend, at the time, on the date and place (as specified in IFB). The bidder(s) representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so, required by the Purchaser.
- 27.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.
- 27.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 27.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.
- 28 Process to be Confidential
- 28.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.

29 Contacting the Purchaser



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- 29.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.
- 29.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 30 Preliminary Examination of Bids
- 30.1 Technical-Commercial Bid Evaluation
- 30.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 30.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.
- 30.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).
- 30.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 30.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 30.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.
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31.0 OPENING OF PRICE BID

31.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

32 Arithmetic Corrections

32.1 The bids will be checked for any arithmetical errors as follows:

32.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.

32.1.2 If the bidder does not accept the correction of errors, his bid will be rejected, and the bid security will be forfeited.

33 Conversion to Single Currency [Applicable in ICB tenders only]

33.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.

34 Evaluation and Comparison of Bids

34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.

34.2 Bid Evaluation and Comparison Criteria:

The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:

(A) Domestic Bidders:

The evaluated price of domestic bidders shall include the following:

- i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately
- ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract
- iii) Goods & Service Tax on the finished goods.



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34.3 OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following in account:

- i) Total value on FOT site basis including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para-A above.
- ii) Cost of mandatory spares, if any.
- iii) **The total site price quoted shall be compared.**

34.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.

35 Domestic Preference –

35.1 **VOID**

F. AWARD OF CONTRACT

36 Post Qualification

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

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

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

37 Award Criteria

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

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

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

39 PURCHASER's Right to Accept Any Bid and to reject Any or All Bids



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- 39.1 PURCHASER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 40 Notification of Award/ Fax of Intent / Purchase Order
- 40.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.
- 40.2 Delivery shall be counted from the date of Delivery Order.
- 40.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.
- 41 Acceptance of Purchase Order
- 41.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 42 Performance Guarantee
- 42.1 Unless mentioned in notification of award /Fax of Intent / Purchase Order within 15 days of the receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.
- 42.2 The performance guarantee shall be for an amount equal to 3% of the value of the Delivery Order towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract
- 42.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 43 Income Tax Liability
- 43.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.
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44 Corrupt or Fraudulent

44.1 The Purchaser requires that Bidders / Practices Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving, receiving, 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 to influence a procurement process or the execution of a contract to the detriment of the Purchaser 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 Purchaser 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, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



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

1 Definitions

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

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

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



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- 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.
- 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.
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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.
- 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



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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.
- 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



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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 3% of the total 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



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- passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 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.
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13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

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.



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

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

15 Delivery & Documents

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

15.2 Delivery shall be deemed to have been made:

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

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

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.



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

16 Transit Risk Insurance

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

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

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

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

16.2 PURCHASER's Insurance Agent:

[The name and address-as mentioned under SCC]

17 Transportation

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

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



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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 warranty/guarantee obligations under the Contract.

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

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

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

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

19 Spare Parts, Maintenance Tools, Lubricants

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

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty 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



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- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, 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 (trade-mark), quality and grade.
- 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.8.3 Seller shall indicate various equivalent lubricants available in India.
- 20 Guarantee**
- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.
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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



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replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

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

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 alongwith 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 Nationalised 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 3% of total Delivery order/Contract 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.



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6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
 7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith 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.



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

26 Price Reduction Schedule for Delayed Delivery

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

26.1.1 Deductions shall apply as per following formula:

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.



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- 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).

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.**



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28.2 Termination for Insolvency

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

28.3 Termination for Convenience

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

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

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



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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.

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



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this contract are subject to the exclusive jurisdiction of the Courts situated at **Pune.**

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.

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



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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.

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 Licence

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



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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 alongwith 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.

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.



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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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SECTION-IIIB

**GENERAL CONDITIONS OF CONTRACT
(GCC-WORKS)
FOR
ERECTION, TESTING, COMMISSIONING, AMC etc.**



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General Conditions of Contract

Section- I. Definitions

1. Definition of Terms:

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



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- 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.
- 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
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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 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.
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• "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 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.



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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 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.



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- 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.

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.



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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.

4. Documents:

- 4.1 General:
The tenders as submitted will consist of the following:
- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
 - ii) Earnest money in the manner specified in Clause 6 hereof.



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- iii) Power of Attorney or a true copy thereof duly attested by a Gazette Officer in case an authorized representative has signed the tender, as required by Clause 14 hereof.
 - iv) Information regarding tenderers in the proforma enclosed.
 - v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
 - vi) Organization chart giving details of field management at site, the tenderer proposes to have for this job.
 - vii) Details of construction plant and equipment available with the tenderer for using in this work.
 - viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
 - ix) Latest Balance Sheet and Profit & Loss Account duly audited.
 - x) Details of present commitment as per proforma enclosed to tender.
 - xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information the tenderer wish to furnish.
 - xii) Provident fund registration certificate
 - xiii) List showing all enclosures to tender.
- 4.2 All pages are to be Initiated: 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.
- 4.5 Signature of Tenderer:
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- 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.
- 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
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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 along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.



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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 bidders, 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.

**12 Retired Government or Company Officers
VOID**



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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 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



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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.

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

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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.

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.



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- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 Contractor to obtain his own Information:

- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

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



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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 3% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- 24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the 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.



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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.

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.



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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.

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.



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- 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 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



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- 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.
- 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.



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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 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.



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33 Members of the employer not individually liable:

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

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

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

36 Contractor's subordinate staff and their conduct

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUBCONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and 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.



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

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

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

37 Sub-letting of works:

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

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



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The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub- contractors in regard to work to be performed under the CONTRACT.

- iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**
If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.
- v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**
No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

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

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



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authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

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

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



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41 Notice:

41.1 TO THE CONTRACTOR:

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

41.2 TO THE EMPLOYER:

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

42 Right of various interests:

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

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

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.



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- 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.
- 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 offer other



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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 labor force as may be required for the job and plan and execute the construction and erection



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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 initiated by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.



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

I. For Item Rate Contract

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



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

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

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

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

II. For Lump Sum Contracts

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



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61 Drawings to be supplied by the employer

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

62 Drawings to be supplied by the contractor:

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

"Certified true for _____ (Name of Work)

Agreement No. _____

Signed: _____

(CONTRACTOR)

(ENGINEER-IN-CHARGE)

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



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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 bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

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

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

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

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

64 Responsibility for level and alignment:

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

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.



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The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66 Stores supplied by the employer:

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as 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.



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- 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.
 - 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.
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- 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.
- 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



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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 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,



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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 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



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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 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 ENGINEER-IN-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



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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.

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



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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 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



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

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

85 Indemnity

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

86 Construction aids, equipment, tools & tackles:

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

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SECTION-VI Certificates and Payments

87 Schedule of rates and payments:

87.1 i) CONTRACTOR'S REMUNERATION:

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

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

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

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

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.



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- iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:
The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.
- v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:
No exemption or reduction of Customs Duties, Goods & Service Tax, quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.
- vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:
The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.
- vii) SCHEDULE OF RATES CANNOT BE ALTERED:
For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the 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.



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- 88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER for scrutiny and passing.
- 88.1.2 EMPLOYER shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.
- 88.1.4 MNGL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.
- 88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.
- 88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.
- 88.2 **SECURED ADVANCE ON MATERIAL:**
Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.
- 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.



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90 Running account payments to be regarded as advance:

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

91 Notice of claims for additional payments:

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



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92 Payment of contractor's bill:

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

93 Receipt for payment:

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



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shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

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

94.3 COMPLETION CERTIFICATE DOCUMENTS:

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

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



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97 Deductions from the contract price:

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

SECTION-VII Taxes and Insurance

98 Taxes, Duties, Octroi / LBTetc:

- 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



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reimbursement / set off for the same contractor shall furnish appropriate invoice to MNGL for such claims / set off by MNGL

100 Statutory variations

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



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

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

i) EMPLOYEES STATE INSURANCE ACT:

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

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

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

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 Purchaser. However, third party risk shall be maximum up to Rs.10(ten) lakhs to death.



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- 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 negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.
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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.
- 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



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or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentice Act, 1961:

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

105 Contractor to indemnify the employer:

- 105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.



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- 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 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)



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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** for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Pune, **MAHARASHTRA STATE** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X Safety Codes

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

- 110.1 i) In respect of all labor, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.



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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.

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



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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 or railing whose minimum heights shall be 1 meter.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall in no case be less than 30 cm for ladder up to and including 3 meters in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 Excavation and trenching:

- 115.1 All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 50m length or fraction thereof.

Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety:

- 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- 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



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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.
 - 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.



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- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- 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



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Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117 Care in handling inflammable gas:

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER

118 Temporary combustible structures:

118.1 Temporary combustible structures will not be built near or around work site.

119 Precautions against fire:

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120 Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly there from.

121 Mines act:

121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labor directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

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



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all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labor and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.



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SECTION - IIC FORMS AND FORMATS



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**F-1
BIDDER'S GENERAL INFORMATION**

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

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

- 1.4 Operation Address : _____
if different from above

- 1.5 Telephone Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.6 E-mail address & Web Site : _____
- 1.7 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.8 ISO Certification, if any : {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)



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**F-2
BID FORM**

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

Date:

Dear Sir,

Having examined the Conditions of Contract and Specifications including Addenda Nos. (Insert Numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver _____ (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same for (as quoted in price bid) or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our bid is accepted, complete delivery of as agreed and specified in the IFB document. If our bid is accepted, we will obtain the guarantee of a Bank in a sum not exceeding (3) % of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of 4(four) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have enclosed Bid Security in the form of Demand Draft/ Bank Guarantee in line with Cl. 17 of ITB for (amount in figure & words) valid for 6(six) months' period as per the requirement of bid document.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award (Fax of Intent) shall constitute a binding Contract between us.

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

Dated this Day of 2022

SEAL AND SIGNATURE

In the capacity of Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:



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**F-3
ANNUAL TURNOVER**

BIDDER MUST FILL IN THIS FORM

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

1. The information supplied should be the Annual Turnover of the Bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Purchaser



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F-4

BID BOND PROFORMA / PROFORMA FOR EMD IN THE FORM OF BG

Bank Guarantee No.:

Date:

To

M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Pune – 411045

TENDER NO. _____ FOR CARRYING OUT _____
WHEREAS..... (HEREINAFTER CALLED 'THE Bidder') has
submitted his Bid dated..... for carrying out of
(Herein after called 'The Bid') KNOW ALL MEN by these presents that WE
..... (hereinafter called 'The Bank') are bound unto
MAHARASHTRA NATURAL GAS LIMITED, 2nd Floor, Pride Purple Coronet, Baner
Road, Baner, Pune-411045 (herein after called 'MNGL') in the sum of
..... for which payment well and truly made to MNGL, the BANK
binds itself its successor and assigns by these presents. Sealed with the Common Seal
of the said BANK this day of2022.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by MNGL during the period of bid validity
 - a) Fails or refuses to execute the Contract Form, if required: or
 - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay MNGL up to the above amount upon receipt of its first written demand, without MNGL having to substantiate its demand, provided that in its demand MNGL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:



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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.



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**F-6
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO.:

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

SL. NO.	CLAUSE NO.	PAGE NO. OF TENDER 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.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL



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**F-7
CERTIFICATE**

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

Dear Sir,

If, we become a successful bidder and pursuant to the provisions of the Bidding Documents and contract is awarded to us the following certificate shall be automatically enforceable:

'We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counterclaims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.'

(SEAL AND SIGNATURE OF BIDDER)



**MAHARASHTRA
NATURAL GAS LIMITED**

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

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

Dear Sir,

M/s _____ have been awarded the work of
_____ for Maharashtra Natural Gas Limited, PUNE vide
PO No. _____ dated _____.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs. _____
(Rupees _____) as full
Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract
Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full
responsibility to indemnify Maharashtra Natural Gas Limited, in case of default.

The said _____ has approached us and
at their request and in consideration of the premises we _____ having our office at
_____ have agreed to give such guarantee as hereinafter
mentioned.

1. We _____ hereby undertake and agree with
you that if default shall be made by M/s _____
in performing any of the terms and conditions of the tender or in payment of any money
payable to Maharashtra Natural Gas Limited we shall on demand pay without any
recourse to the contractor to you in such manner as you may direct the said amount of
Rupees _____ only or such portion thereof not exceeding
the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights
conferred on you under the contract with the said _____
_____ and to enforce or to forbear from endorsing any
powers or rights or by reason of time being given to the said
_____ which under law relating to the sureties would but for
provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid will not
be affected or suspended by reason of the fact that any dispute or disputes have been
raised by the said M/s _____ and/ or that any dispute or
disputes are pending before any officer, tribunal or court.



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4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to _____ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

_____ Bank

By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Pune.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

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**[APPLICABLE FOR DOMESTIC TENDERS]
PACKING, MARKING AND SHIPPING INSTRUCTIONS**

The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

- a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY

1.1 Packing

- 1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
 - 1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
 - 1.1.3 All delicate surface on equipment's/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
 - 1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
-



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- 1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.
- 1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.
- 1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.
- 1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.
- 1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.
- 1.2 **Marking**
- 1.2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

**(OWNER)
PROJECT
(DESTINATION)**

Purchase order No. _____

Net Wt. _____ Kgs.

Gross Wt. _____ Kgs.

Dimensions _____ X _____ X _____ CMS.



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Package No. (S. No. of total Packages) _____
Supplier's name _____

- 1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.
- 1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tones and above.
- 1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

1.3 Dispatch

- (a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to
- Chief Manager (C&P), MNGL, Pune
 - Respective consignee fax nos. at site (to be indicated in Purchase Order).
- (b) Dispatch by Road
- (i) The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, the Transport Company is named by PURCHASER.
- (ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following: -
- Chief Manager (C&P), MNGL, Pune
 - Respective consignee fax nos. at site (to be indicated in Purchase Order).
- (c) Shipment by Air
- Whenever SUPPLIER is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is effected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of MNGL's agents shall be intimated later.
- (d) Advance Information



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Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, Purchase Order Number, date of dispatch, Railway receipt Wagon Number/ GOODS Consignment note number, Truck number, name of transport company and their destination Office/ Associate's address etc., by way of Fax to following:

- Chief Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(e) **Transmission of Dispatch Documents**

SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.

- (i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.
- (ii) Delivery Note/Railway Receipt/Truck Receipt.
- (iii) Manufacturer's/Supplier's Guarantee Certificate
- (iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses:

A Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Raod, Baner,
Pune – 411045
Ph. No. – 020 25611000
Email – gasaid@mngl.in

B Office in charge
Maharashtra Natural Gas Limited,
Respective MNGL Site(s) address. (The Bidder shall request for add. 15 days in advance before dispatch)

- (f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.



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FORMAT FOR 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: _____

Name of Tender / Work: -

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization 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 Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and if the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)



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**SECTION – V
BREIF SUMMARY OF AGREED TERMS &
CONDITIONS**

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Summary of Agreed Terms and Conditions

Following shall be duly filled in and should be returned by the bidder along with each copy of Unpriced Part of Bid / Offer

Sl. No.	Description	Bidder's Confirmation
1	Bidder's details: a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) State / UT where Registered Office of Company is located g) State / UT where Manufacturing Facilities of the Company is located h) Name and Designation of the person signing the Bid	
2	In case the bidder is not manufacturer: a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) Name and Designation of the contact person	
3	The followings are to be enclosed along with the bid: a) Power of Authority of the person signing the bid b) Letter of Authority of the person attending the bid opening. c) In case bidder is not manufacturer: Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	
4	Indicate Country of origin of offered GOODS	
5	Indicate dispatch point (Place of dispatch)	
6	Bid Security Details: Declaration of Bid Security	

Sl. No.	Description	Bidder's Confirmation
7	Validity of Bid {Valid minimum for Four (4) months from the final date of submission of offer.}	
8	a) Please confirm that the scope of work is complete as per tender requirement. b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format attached with bid document. c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere the same shall be considered 'NULL & VOID'.	



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9	Delivery Period / Completion period Confirm your acceptance of delivery period completion period as per requirement specified in bid Document in 'Time Schedule' on FOT Project Site Basis to be reckoned from date of Delivery Order (DO).	
10	Currency of Offer a) Please indicate the currency in which the offer is submitted. (for foreign bidder US Dollar for foreign component and / or Indian Rupee). b) For Domestic bidder in Indian Rupees c) Please confirm that currency once quoted shall not be permitted to be changed.	
11	Correspondence Language a) Confirm that all correspondences will be in English language only.	
12	Price a) Ensure and confirm that unit prices Quoted in 'Price Schedule', (i.e. Schedule of Rates) on FOT Site Basis. b) Confirm that prices quoted are as per 'Price Format' given in tender document without any change. c) Confirm that quoted prices will remain firm and fixed till complete execution of the order. Purchase Order (PO), placed within offer validity, shall be considered as 'Notification of Award of Contract'. d) Confirm that the tender document is carefully studied & understood and have taken its full consideration in the quoted prices. e) Confirm that Blank SOR submitted with un-priced part of the bid contains the followings: i) Each 'Cell' of the schedule has been marked "Quoted" or "Not Quoted" and none of the 'Cell' has been left blank. ii) All information on the top of the SOR or at the 'Note' of the SOR has been provided in totality.	

Sl. No.	Description	Bidder's Confirmation
13	Spares (Article – 19 of GCC) Confirm that 2 years Spares if required in Bid Document, has been quoted on FOT Site and or FOB port of exit Basis and Freight charges have also been indicated separately.	
14	Freight Charges For Indian bidder- Ensure & confirm that firm freight charges up to Project Site has been quoted separately for each item in SOR.	
15	Transit Insurance and all other insurances. a) Transit Insurance and all other insurance shall not be arranged by the Purchaser. Confirm that Insurance charges have been included in Quoted Price.	
16	Goods & Service Tax for Indian bidders Indicate rate of taxes & duties applicable, as quoted in price schedule a) Goods & Service Tax (GST) b) Confirm that GST indicated above is what have been indicated in blanked SOR and also in Priced SOR submitted.	



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	c) In case of Discrepancy, order will be placed on the lower one. Difference will be borne and paid by bidder.	
17	<p>Taxes & Duties for Indian bidders All taxes, duties, levies, License fee etc., incurred until delivery of the contracted goods, shall be borne and paid by the bidder. However, Goods & Service Tax on finished products shall be reimbursed by the Owner. (limited to provisions in the quoted price as per bid document).</p> <p>The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on GST within contractual delivery schedule, shall be borne and paid by the Owner. (However limited to provision in bid document).</p>	
18	<p>Goods & Service Tax for Indian bidders a) Indicate present rate of GST applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of GST are applicable then such rates as considered in offer are to be indicated in the itemized Spare parts list.</p>	
	b) If there is any variation in GST at the time of supplies for any reason, other than statutory, including due to turnover, confirm the same will be borne by bidder.	
	c) It is noted and confirmed that statutory variation in GST within contractual delivery shall be to Owner's account.	
	d) If GST is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
	e) In case (b) or (d) is not acceptable, indicate maximum rate of GST chargeable. (same shall be considered by Owner for price evaluation & comparison).	

Sl. No.	Description	Bidder's Confirmation
19	<p>Price Reduction Schedule: a) Confirm acceptance of Price Reduction Schedule (PRS) as per clause 26 of GCC and modified as per SCC</p> <p>i) For delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document.</p> <p>ii) for deficiency in performance & services as per provision of Bid Document. The invoice shall be submitted for the amount duly reduced to the extent of PRS. Otherwise purchaser / owner reserve right to deduct the same.</p>	
	b) Confirm in case of delay in delivery beyond CDD, any new or additional or increase in taxes and duties imposed after contractual delivery the same shall be to Bidder's account.	
20	<p>Terms of Payment as specified in Special conditions of Contracts. a) Confirm acceptance of terms of payment.</p>	



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	<p>b) It is noted and confirmed that deviations to 'Terms & Conditions of Payment' may lead to rejection of offer, as Owner considers fit.</p> <p>c) All the Deviation have been indicated in 'Exception & Deviation' format (including annexure, if any) and have not been repeated in the bid/offer and if repeated, the same shall be considered " Null & Void"</p>	
21	<p>Guarantee / Warrantee</p> <p>Confirm that the GOODS shall be guaranteed against defective materials/workmanship etc. for a period of 24 months from the last Shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warrantee conditions of Bid Document.</p>	
22	<p>Contract-cum-Performance BG.</p> <p>Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 3% of Delivery Order / contract value against each Delivery Order shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty or Defect Liability period, as applicable as per terms of Bid Document.</p>	
23	<p>Inspection (Article – 13 of GCC)</p> <p>a) Confirm acceptance to inspection requirement as per Bid Document.</p> <p>b) As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner.</p>	

Sl. No.	Description	Bidder's Confirmation
24	<p>Part order</p> <p>Confirm acceptance to PART ORDER. In case of part ordering any value of part ordering, charges if quoted lumpsum and/or applicable to more than one item, shall be prorated on value basis.</p>	
25	<p>Quantity Variation</p> <p>PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 20% the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.</p>	
26	<p>Agent Commission</p> <p>a) Confirm Agent Commission has been indicated in the price bid.</p> <p>b) The Agent Commission has been included in FOB/CFR/CIF prices indicated in the price bid.</p>	
27	<p>Advance Payment</p> <p>Please note that No Advance payment shall be made by Purchaser / Owner</p>	



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28	MISCELLANEOUS a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. b) Confirm that all documents, as per Article -10 of ITB 'Documents comprising after by Bidder', have been enclosed. c) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
29	Declaration by Bidder a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Deviation' format. b) Confirm that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner. c) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director. d) Confirm that you have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted, then this fact must be clearly stated. e) Confirm that bidder is not under litigation including arbitration for 20 years i) If answer is No then confirm that complete details of litigation and / or arbitration have been furnished in the offer.	

Bidder Signature:

Name:

Designation

Stamp



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C O N T E N T

Sl. No.	Description
SECTION-IV	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION-V	MATERIAL REQUISITION & TECHNICAL SPECIFICATION
SECTION-VI	SCHEDULE OF RATES/ PRICE SCHEDULE



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SECTION - IV SPECIAL CONDITIONS OF CONTRACT (SCC)



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C O N T E N T

- 1.0 GENERAL
 - 2.0 SCOPE OF WORK
 - 3.0 TERMS OF PAYMENT
 - 4.0 INLAND TRANSIT INSURANCE FOR PROCUREMENT OF GOODS
 - 5.0 INDEMNITY BOND
 - 6.0 CUSTOM DUTY & EQUIPMENT CLEARANCE
 - 7.0 BANK GUARANTEE
 - 8.0 PROJECT SCHEDULING & MONITORING
 - 9.0 RULES, REGULATIONS AND PROCEDURES
 - 10.0 FIELD INSPECTION
 - 11.0 ERECTION AND INSTALLATION
 - 12.0 SITE CLEANING
 - 13.0 DOCUMENTATION
 - 14.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES.
 - 15.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAM
 - 16.0 DEDUCTION FROM CONTRACT PRICE
 - 17.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES
 - 18.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS
 - 19.0 INSPECTION OF SUPPLY ITEMS
 - 20.0 OMC (OPERATION & MAINTENANCE CONTRACT)
 - 21.0 COMPLETION SCHEDULE
-



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- 22.0 EVALUATION BASIS
 - 23.0 INSURANCE – FOR TOTAL SCOPE OF WORK INCLUDING FOR FREE ISSUE
ITEMS / MATERIALS
 - 24.0 PRICE REDUCTION SCHEDULE
 - 25.0 CONTRACT PERIOD
 - 26.0 QUANTITY VARIATION
 - 27.0 GENERAL INFORMATION
 - 28.0 PROCUREMENT FROM BIDDER WHICH SHARES A LAND BORDER WITH
INDIA
-

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SECTION - IV SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

The following article shall supplement the General conditions of Contract. Where any portion of the General Conditions of Contract and Instruction to Bidders is repugnant to or at variance with any provisions of the Special conditions of contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract to bidders, only to the extent that such repugnancies of variations in the Special Conditions of Contract as are not possible reconciled with the provisions of General Condition of Contract to Bidders.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i. Letter of Award/ Purchase Order
- ii. Letter of Acceptance/ FOI along with Statement of Agreed Variations.
- iii. Schedule of Rates as enclosures to Letter of Award/ Purchase Order
- iv. Special Conditions of Contract
- v. Drawings
- vi. Technical/ Material Specifications
- vii. Instruction to Bidder
- viii. General Conditions of Contract (Goods) for supply part of the contract and GCC (for procurement of works) for other than supply part of the contract.
- ix. Applicable standards as specified.
- x. Applicable standards not specified.

- 1.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, port handling, clearance at port of entry in India, inland transportation within India up-to the designated Project Sites **including re-transportation from MNGL Stores to site**, all taxes, duties, (except Custom Duty on the imported component in case of Foreign Bidder only) levies, fees, encumbrances, etc. as applicable and payable by the bidders under the Contract in India, all insurance handling of goods at all stages, storage, associated works including materials, tools/ tackles etc., for such civil works obtaining statutory approvals if any from the local authorities prior to start of work at sites till the time of handing over, installation, testing, pre commissioning, performance test, Site Acceptance Test, Trial Run, system commissioning and handing over at site to the Owner and Operation and Maintenance Work as



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specified in technical parts for the items stated in Price Schedule and in Technical Part.

In case of Foreign Bidder, all work related to collection of Cheque / Draft towards custom duty & deposition of same to the custom authorities shall be in the scope of the bidder.

- 1.2 As such bidder shall include full rates of all taxes/ duties as applicable and percentages of the same shall be filled in at Agreed Terms and Conditions-Section-V of this tender document.
- 1.3 The quoted price shall be deemed to be inclusive of all applicable taxes & duties including Goods & Service Tax, works contract tax, local taxes, import duty and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Both Indian and Foreign Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

- 1.4 At the designated site the Owner shall make available to the Bidder requisite open land for the purpose of storage, office and other related uses during the site work. Fencing of the demarcated area if necessary shall be done by the Bidder at their cost. All arrangements and temporary construction if any, within allocated area for adequate storage and safe custody of all goods received against the order and for all other allied activities of the Bidder, shall be done entirely by the bidder at their own cost. The total contract price shall be considered to be inclusive of all costs towards the above requirement. Bidder shall have no claim or lien on the land and shall clear the land of all structures prior to leaving the sites.
- 1.5 **Oversea bidders may provide the service towards installation, configuration, testing and commissioning of CNG CAR DISPENSERS in India through their Indian subsidiaries/ associates.**

Foreign Bidder because of various constraints of distance, unfamiliarity with local and lack of any established branch office in India, may quote on the basis of tie up with any Indian Sub-contractor for the activities to be undertaken in India, they may do so provided their bid is submitted on PACKAGE BASIS WITH OVERALL CONTRACTUAL RESPONSIBILITY WITH THE FOREIGN BIDDER ONLY. All payments under the contract shall however, be payable to Foreign Bidders only. Payments shall be made as per 'Terms of Payment' Clause no. 3.0 of SCC enclosed herewith.

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OR

In case requested by overseas bidders, a separate order may be placed by M/s Maharashtra Natural Gas Limited on the Indian subsidiaries/ associates of Foreign bidders towards installation, configuration, testing and commissioning of CNG CAR DISPENSERS in India. However, the foreign bidder shall be fully responsible liable for the performance of its Indian subsidiaries/ associates and the performance security for entire Package (for Foreign bidder's scope and Indian bidders scope) shall be submitted by Foreign bidder as per the provision of contract. The CPBG shall be submitted in separate parts as per the currency(ies) quoted by foreign bidder.

The scope of work by Indian subsidiaries/ associates shall be as given in the tender document for installation, configuration, testing and commissioning of CNG CAR DISPENSERS.

The foreign bidder shall submit the MOU/ Agreement indicating clear scope of work such as marine insurance, custom clearance, transportation to site etc. between foreign bidder and Indian subsidiaries/ associates, along with the signed and stamped copy of tender document, addendum/ corrigendum by Indian subsidiaries/ associates as a token of acceptance to the terms & conditions contained in the tender document / addendum/ corrigendum.

The foreign bidder shall indicate the total amount of installation, configuration, testing and commissioning of CNG CAR DISPENSERS in the Schedule of Rate format enclosed with the tender document.

The payment shall be released as per the 'Terms of Payment' Clause no. 3.0 of SCC enclosed herewith towards installation, configuration, testing and commissioning of CNG CAR DISPENSERS only after approval of foreign bidder.

The foreign bidder shall be responsible for the entire scope of work including that of its Indian subsidiaries/ associates and the placement of order on Indian subsidiaries/ associates shall not release the foreign bidder towards their obligation to the conditions of tender document.

- 1.6 All Bidders are requested to indicate positively the division of work
- a) To be directly undertaken by the Bidder
 - b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's Overall responsibility.
 - c) A copy of MOU (Memorandum of Understanding) shall be furnished along with the offer.
- 1.7 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



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Bidder in executing and completing of the turnkey philosophy of the Owner within the quoted lump sum 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 lump sum price and no extra charges are payable by the Owner.

- 1.8 As regards the Income tax, surcharge on Income tax or any other corporate tax payable by the Bidder for reason of the contract awarded, then Owner shall not bear any tax liability whatsoever irrespective of the mode of construction of contract. The bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.

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.

1.9 **CONTRACT AGREEMENT**

- 1.9.1 Contract Documents for agreement shall be prepared, after award of works to the successful tenderer by Telegram/Fax/Detailed letter of Intent in line with format Annexure - II to GCC. Until the final Contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the OWNER and Tenderer's acceptance there of shall constitute a binding contract between the successful tenderer and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

- 1.9.2 The Contract document shall consist of the following: -

- a) Original tender documents issued with its enclosures.
- b) Addendum/Corrigendum to tender documents issued if any.
- c) Fax of Intent / Purchase Order.
- d) The detailed letter of Intent/Acceptance along with statement of Agreed Variation (if any) and enclosures attached there with.

- 1.9.3 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the Tenderer and all correspondences and MOM's held between the OWNER and the Tenderer prior to issue of Telegram/Fax of intent / Purchase Order shall be treated as Null and Void. Any deviation or stipulations made and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.

1.10 **ADDITIONAL WORKS/EXTRA WORKS**

OWNER reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by



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OWNER, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

1.11 PRELIMINARY EXAMINATION:

1.11.1 The OWNER will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

1.11.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

1.11.3 Prior to the detailed evaluation, the OWNER will determine the substantial responsiveness of each Bid with reference to the Bidding Documents. For this purpose, a substantially responsive Bid is one which confirms to all other terms and Conditions of the Bidding documents without material deviations. The OWNER'S determination of a Bids responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

1.11.4 A bid determined as not substantially responsive will be rejected by the OWNER and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

1.11.5 The OWNER may waive any minor informality or non- conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

1.12 Complete Scope of Work

The scope of work is mentioned in Tender Document. Offers of those Bidders who take total responsibility for complete scope of work for the SOR item in case evaluation is item wise basis otherwise for all the items as mentioned in Tender Document shall be considered for detailed evaluation.

1.13 Clarification of Bids

After opening of the Bids to assist in the examination, evaluation and comparison of Bids, the OWNER may, at its discretion, ask the Bidder for a clarification of its Bid. The request for such clarification and the response shall be in writing and no change in the price or substance of Bids shall be sought, offered or permitted.

1.14 Deduction at source



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

1.15 TESTS AND INSPECTION

The contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

1.16 REGISTRATION UNDER GOODS & SERVICE TAX ACT (Wherever applicable)

Attested copy of certificate for registration under Goods & Service Tax Act in the proforma prescribed by Govt. should accompany the tender. The registration should be in the name of the Firm / Individual quoting for the work. In absence of the above registration, tenderer may not be awarded the work tendered for, in the light of Govt. directive / instruction.

1.17 PROVIDENT FUND ACT (Wherever applicable)

1.17.1 The bidder shall submit the EPF code number along with the bid document.

1.17.2 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.

1.17.3 In case the RPFC's challan/receipt, as above, is not furnished, Owner shall deduct 16% (Sixteen percent) of the payable amount from contractor's running bill and retain the same as a deposit. Such retaining amounts shall be refunded to Contractor on production of RPFC challan/receipt for the period covered by the related running bill.

1.18 LABOUR LICENCE

Before starting of work, contractor shall obtain a license from concerned authorities under the Contract Labor (Abolition and Regulation) Act 1970, and furnish copy of the same of Owner.

1.19 STATUTORY APPROVALS

1.19.1 Contractor shall be responsible **for giving necessary documentation for** obtaining approval from statutory authorities like Municipal Corporation Development Authorities, Electricity Department and any other concerned authority as required for the completion of the work.

1.19.2 The application on behalf of the Owner along with required certificates / documents, complete in all respects, shall be submitted by the Contractor to the



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Engineer-in-charge, for onward transmission to statutory authority, well ahead of time, so that commissioning is not delayed for want of inspection by the authority. The necessary coordination, liaison and arrangements for statutory inspection and approval shall be the contractor's responsibility. However, any fee paid to the concerned authority in this regard shall be reimbursed by the Owner on production of documentary evidence.

1.19.3 Inspection and acceptance of the work by statutory authorities shall not relieve the contractor from any of his responsibilities under this contract.

1.19.4 Any changes/additions required to be made to meet the requirements of statutory authorities, shall be carried out by the contractor, within the contract price, and to no additional cost to Owner.

2.0 **SCOPE OF WORK**

2.1 The Scope of Work shall be as set out in MR, MR Specification, Data Sheets and Technical Specifications and AMC document given in Volume-II of tender document and supplemented by all stipulation in the total tender document.

The contract shall be valid for 1 year from the date of Purchase Order (PO) and the Delivery of the Particular Item shall be as per the time schedule included elsewhere in the tender documents. The Zero date for the supply as per the time schedule will be the date of Delivery Order (DO) / written intimation from MNGL.

3.0 **TERMS OF PAYMENT**

The Payment shall be made in the following manner subject to completion of all contractual requirements as per tender document for both Indian and Foreign Bidder.

3.1.1 **FOR SUPPLIES**

- a) 80% of supply value will be paid progressively by Owner against receipt of the following documents: -
 - i) Invoice in triplicate (Invoice shall enable owner to claim CENVAT credit of Goods & Service Tax as applicable. Invoice also to indicate all taxes and duties separately.)
 - ii) Inspection Release note by Owner or his appointed or approved agency.
 - iii) GR/ LR & Packing List, Goods Receipt Voucher at Site.
 - iv) Insurance cover note covering transit insurance
 - v) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.



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- vi) Final technical file as per Technical Specifications/ Material Requisition including all test certificates
 - vii) Indemnity bond for the total price of delivered items as per Annexure-I to General Conditions of Contract- Works
 - viii) Performance Bank Guarantee(s) of 3% of Delivery Order Value. If already submitted, a copy of the same.
 - ix) Document related to CENVAT credit to be claimed by Owner, if applicable.
 - x) Documents as specified in the Technical Specifications/ Material Requisition, Volume-II of II of the Bid Document.
- b) 10% payment of supply value within 30 days on installation.
- c) 10% payment: On testing and successful commissioning, site acceptance, completion of PG test, trail run all other works & final acceptance by the owner and submission following additional document: -
- Acceptance certificate
 - Clearance from ESIC, PF and labor authority
 - Work completion certificate
 - Payment reconciliation statement
 - No claim certificate
 - Submission of Contractual Performance Bank Guarantee (s) (CPBGs).
- 3.1.2 In case the Testing and Field Performance Test could not be executed within 90 days from the date of completion of Erection and commissioning due to reason directly attributable to the owner.
- OR
- Erection could not be taken up within 105 days from the date of delivery of material at site due to reasons directly attributable to the owner; the balance 20% of supply value as per 3.1.1 (b) & (c) or 3.1.2 (b) & (c) shall be released after deduction against PRS clause if any and on submission of Bank Guarantee of equivalent amount which shall remain valid for a period of 1 year after completion of 90 days; i.e. 15 months from the date of FOT site.
- 3.2 **Erection, Testing, commissioning & field performance etc.**
100% Payment on erection, installation, testing of individual items and successful trial-run of the system, completion of all works and on final acceptance.
- 3.3 **Annual Maintenance Service charges**
Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.
- 3.4 **For Training of Owner's Personnel's**
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- 100% after successful completion of training and against invoice duly certified by Engineer-in-charge for the actual completed man-days of training.
- 3.5 **Payment of Indian Agent's Commission, if any**
The agent's commission, if any, shall be paid directly by owner in non-convertible Indian Rupees. The payment will be made to Indian Agent within 30 days from the date of the satisfactory completion of all obligations of the contractor towards scope of work up to supply of foreign component, under the contract and submission of stamped pre-receipted bill for the commission amount by the agent.
- 3.6 **Third Party Inspection**
The payment for cost of third party inspection shall be made along with "Supply and delivery of Goods".
- 3.7 **General Notes**
- i) Invoice shall be raised on the basis of not less than one fortnight interval.
 - ii) Invoice(s) in respect of items for which payment is to be made to Indian Associate of Foreign Bidder shall be raised by Foreign Bidder. In case it is raised by Indian Associate, same shall be duly certified and endorsed by Principal Bidder.
 - iii) All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
 - iv) All bank charges incurred in connection with payments shall be to vendor's accounts.
 - v) The contractor shall be responsible, on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalize the customs assessment by furnishing the necessary technical information etc. to the said authorities.
 - vi) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
 - vii) No interest charges for delay in payments, if any, shall be payable by Owner.
 - viii) In case of Indian bidder (Contractor), statutory 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 Contractor after receipt of goods at site(s). However, any price benefits to the Owner, on account of such variation as per terms specified in the bid document, shall be passed on to the Owner along with invoicing itself. Copy of necessary
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documentary evidence in support of statutory variation shall be submitted along with claim/ invoicing.

4.0 INLAND TRANSIT INSURANCE FOR PROCUREMENT OF GOODS

Contractor will be required to submit documentary proof for the transit insurance before dispatch.

5.0 INDEMNITY BOND

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to 110% of total value of equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as per Annexure-I to GCC-Works. The Indemnity Bond shall be valid from the date of receipt of 1st consignment at site & remain valid up to 06(six) months from date of the receipt of last consignment at site.

6.0 CUSTOM DUTY & EQUIPMENT CLEARANCE

Custom duty shall be paid by Owner. All other work related to custom clearance including port handling, transportation up to site etc. would be in the scope of bidder.

Owner's scope would be limited to handing over of cheque / draft towards custom duty to contractor upon receipt of copy of bill of entry duly assessed by custom authorities and indemnity bond from contractor.

7.0 BANK GUARANTEE

7.1 The provision relating to submission of Bank Guarantee from any Nationalized Bank wherever appearing in above documents stand replaced by the following:

- i) Bank Guarantee towards Bid Security 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 in case of Indian bidder and from any reputed International Bank or Indian scheduled bank in case of foreign bidder may be accepted. In case of International Bank is not having office in India, Bidder shall ensure that Bank Guarantee is issued by Nationalized / Scheduled Bank on behalf of the International Bank with sole guarantee to make payment by Indian Bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on a letter head.
- ii) Similarly Bank Guarantee towards Performance may be accepted from any Indian schedule bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, other than the Nationalized Indian Banks the banks whose BGs are furnished



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must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on a letter head.

7.2 PERFORMANCE BANK GUARANTEE (PBG) FOR INTERNATIONAL BIDDING INCLUDING OMC AFTER COMPLETION OF COMMISSIONING OF SUPPLIES:

Clause 24 of General Conditions of Contract shall stand modified to the following extent:

Performance Bank Guarantee shall be submitted within 15 days of receipt of Delivery Order (DO) from Owner as per following: -

A. FOR INDIAN BIDDER

I. OPTION-I: -

Performance Bank Guarantee is required from the Contractor for 3% of the total Delivery Order value valid for 90 days beyond completion of contractual period including OMC.

II. OPTION-II

Two PBGs to be submitted as per following:

- i) One PBG from bidder for performance of contract which is 3% of total Delivery Order value up to supply, transport, erection, testing & commissioning work valid up to 90 days beyond Guarantee / Warranty period.
- ii) Another PBG for 3% of contract value for OMC after commissioning of equipment valid up to 90 days beyond Completion of OMC period.

7.3 REPEAT ORDER

MNGL reserves the right to place a repeat order within 6 months from the date of purchase order up to 50% of purchase order value on same rates, terms, and conditions

7.3.1 ADDITIONAL WORKS/EXTRA WORKS

OWNER reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

8.0 PROJECT SCHEDULING & MONITORING

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

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8.1 ALONGWITH BID

a) **Time Schedule**

The Completion Time Schedule for the work (including mobilization period) as per Cl. No. 22.0 of SCC in all respect, from the date of issue of Delivery Order.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) **Scheduling & Monitoring System**

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

8.2 AFTER THE AWARD OF CONTRACT

a) **Overall Project Schedule**

The Contractor shall submit within 1 week of Fax of Intent / Purchase Order, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

b) **Progress Measurement Methodology**

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.



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c) **Functional Schedules**

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

9.0 **RULES, REGULATIONS AND PROCEDURES**

9.1 CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

9.2 Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

10.0 **FIELD INSPECTION**

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

11.0 **ERECTION AND INSTALLATION**

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers; inspectors or other authorized representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorized representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

12.0 **SITE CLEANING**

12.1 The contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

12.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

Before handing over and work to owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

13.0 **DOCUMENTATION**

13.1 **"AS BUILT" DRAWINGS**



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**Tender for Annual rate contract for procurement
of CNG Car Dispensers for CNG & CGD Network
of MNGL for Pune, Nashik, Sindhudurg &
Ramanagara GA.**

Bid No.: MNGL/CP/2022-23/71

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following:

- a) One complete set of all original tracings.
- b) One complete set of full size reproducible.
- c) One complete set of reduced size (279 mm x 432 mm) reproducible copies of all drawings.
- d) One complete set of microfilm of all original drawings.
- e) Six complete sets of reduced size (279 mm x 432 mm) prints.
- f) Six complete bound sets of Contractor's specifications including design calculations.
- g) Six complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipment; instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and unpriced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.
- h) Six bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.

13.2 Completion Document

The following documents shall be submitted in hard binder by the CONTRACTOR in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

14.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint program. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.



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15.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

15.1 Bidder shall include in his offer the Quality assurances Program containing the overall quality management and procedures which is required to be adhered to during the execution of contractor. After the award of the contract detailed quality assurance program to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.

15.2 The Contractor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.

15.3 Quality Assurance system plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and dispatch of materials.

15.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

16.0 DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

17.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipment, Special Aids, Cranes, and Tools, Tackles and testing equipment and appliances. Such construction equipment etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

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The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

18.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS

A list of approved vendors for various major items is covered at Clause No. 15.0 of MR specification enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make/ supplier's name.

19.0 INSPECTION OF SUPPLY ITEMS

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the contractor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Contractor and duly approved by Owner / Consultant.

20.0 OMC (OPERATION & MAINTENANCE CONTRACT)

OMC for some equipment like compressor, dispenser etc. is required as follows:

- i) OMC during warrantee / guarantee period
Necessary spares for this period to be supplied by vendor along with equipment.
- ii) OMC for next four years after warrantee period will be inclusive of supply of spares so as to maintain machine uptime of 100% (16 Hrs. in a day).

21.0 DELIVERY SCHEDULE

Schedule for Supply:

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 per following:

Sl. No.	Item Description	Completion Schedule
I	Design, Engineering, Testing, Supply of Car Dispensers (FOT Site basis) Including packaging forwarding, transportation, Custom clearance etc.	Within 4 (Four) Months from the date of written intimation / Delivery Order by MNGL
II	Installation, Testing & Commissioning of CNG Car Dispenser excluding PT & AMC as defined in the Tender Document	Within 1 (One) week from the date of written intimation from MNGL.
III	Warranty	1 year after installation,

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		commissioning and performance test at site.
IV	Operation & Maintenance	1 year under warranty period and 4 more years.

Date of Delivery:

The date of receipt of material at MNGL Stores shall be taken as the date of delivery.

Notes:

1.Price reduction schedule shall be applicable on sl. no. (I) & (II) separately. Contract value for sl. no. (I) & (II) for PRS purpose shall exclude price for AMC's

22.0 EVALUATION BASIS

Evaluation shall be done as per Annexure – I to IFB.

23.0 INSURANCE – FOR TOTAL SCOPE OF WORK INCLUDING FOR FREE ISSUE ITEMS/ MATERIALS

23.1 Insurance for Free Issue Material

All supplies at CIF Indian Port for foreign bidder and FOT site for Indian bidder shall be considered free issue material to contractor.

Contractor shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including custom duty, Goods & Service Tax etc. as applicable) during entire tenure of Contractor's custody till the material is handed over to Owner at site in a manner defined in Tender Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be the Owner.

Indemnity Bond to be executed by the supplier while taking custody of all supplies at the time of custom clearance and transporting to site in case of foreign bidder however, in case of Indian bidder at the time of dispatch of supply as per format Annexure - I to General Conditions of Contract.

23.2 Insurances in India

23.2.1 In addition to the insurance covers specified in the General conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with Indian insurance companies to the satisfaction of the owner as may be necessary and to its full value including than for free issue material for all such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance the responsibility to



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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 this responsibilities and obligations under Contractor.

23.2.2 Any loss of damage to the equipment during inland transportation, storage, erection and commissioning till such time the Work is taken over by Owner 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 Owner with a copy of all insurance policies and documents shall be submitted to the owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc., as may be necessary well in time.

23.2.3 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 etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.

23.2.4 All cost on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Owner 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.

23.2.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies

24.0 **PRICE REDUCTION SCHEDULE (PRS)**

The supplier agrees that time of supply of Stores / Works shall be of the essence of the Contract. If the supplier fails to supply Stores / Works within the respective scheduled / fixed date for supply, Company may without prejudice to any other right or remedy available to the Company: -

- a. Recover from the supplier as certain and agreed, genuine pre-estimate price reduction and not by way of penalty, a sum equivalent to ½% per week or part thereof for each week's delay, prorated for part thereof beyond the scheduled supply date each subject to maximum of 5% of Delivery Order value, even though the Company may accept delay in supply after the expiry of the scheduled supply date.



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- b. Arrange to get supply from elsewhere on account and at the risk of the Supplier, such decision of the company being final and binding on the supplier.

OR

- c. **Terminate the contract or a portion of the supply work thereof, and if so desired, arrange for the supply in default by the supplier to be attained from elsewhere at the risk and cost of the supplier.**

25. Contract Period:

The period of contract will be for one year from the date of Purchase Order.

26. QUANTITY VARIATION:

The tendered quantity may vary depending upon the project requirement. **MNGL reserves the right to decrease / increase the quantity of SOR item depending upon its requirement.**

MNGL cannot assure any firm commitment for procurement of entire quantities in the tender / ARC. After issue of ARC, Delivery Order (DO) shall be placed for each & every requirement.

27. General Information relating to Consignee address, Banker's Name, Paying Authority, Insurance Agent etc.:

- **Location & Address of project Consignee:**

Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Address of Stores at Pune:

M/s. Maharashtra Natural Gas Ltd.
Gat No. 1377A Village Wadki,
Tal Haveli,
Dist. Pune - 412308

Address of Stores at Nashik:

M/s. Maharashtra Natural Gas Ltd.
C/o. Parth Warehousing,
9th Mail, Mumbai Agra Highway,
At Jaulake, Tal. Dindori,
Dist. Nashik - 422206

Address of Stores at Sindhudurg:

M/s. Maharashtra Natural Gas Ltd.



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C/o. site at At Post Madhyachiwadi (Raiwadi),
Pat – Parule Road, Pinguli,
Tal. Kudal, Dist. Sindhudurg – 416520

Address of Stores at Ramanagara:

M/s. Maharashtra Natural Gas Ltd.
C/o. LTG-BRV e City,
Kodiyalakarehalli Village,
Bidadi Hobli,
Taluk & Dist. Ramanagara – 562109

- **Name & Address of the Bankers:**
State Bank of India,
Industrial Finance Branch,
Tara Chambers, Pune Mumbai Road,
Wakdewadi,
Shivajinagar, Pune-411003
 - **GST Number for Maharashtra:** 27AAECM5536G1ZF
GST Number for Karnataka 29AAECM5536G1ZB
 - **Paying Authority:**
General Manager (F&A)
Maharashtra Natural Gas Ltd.
Pride Purple Coronet, 3rd Floor,
Baner Road, Baner,
Pune - 411045
 - **Name & Address of consignee for import at seaport/ airport of entry:**
Mumbai, Maharashtra, India
 - **Whether Certificate for availing concessional project rate of custom
duty will be given:** No
 - **Name & Address of insurance agency:**
To be intimated at the time of placement of PO.
 - Mode of Payment: A/C Payee Cheque
 - Preferred mode of dispatch:
Imports: Sea
Domestic: By Road
 - Inspection agency for indigenous items: MNGL / Third party inspection
agency appointed by MNGL.
-



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28. 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.



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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 shareholder's agreements or voting agreements.
- 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 of 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 of 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 – V

MATERIAL REQUISITION

&

TECHNICAL SPECIFICATION

- (a) MATERIAL REQUISITION
- (b) MR SPECIFICATION FOR CNG DISPENSERS
- (c) TECHNICAL SPECIFICATION FOR CNG DISPENSERS
- (d) QAP
- (e) ANNUAL MAINTENANCE CONTRACT FOR CNG DISPENSERS



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PROJECT: CNG & CITY GAS DISTRIBUTION FOR PUNE
ITEM: CNG CAR DISPENSERS FOR CNG FILLING STATION
MR NO: MNGL/Planning/Dispenser/2021/01
SOR – PUNE, NASHIK, SINDHUDURG & RAMANAGARA GA of MNGL

Item No.	Description	Unit	Qty.
	Design, detail engineering, manufacturing, assembly, factory testing, supply of dispenser including packaging, insurance, handling, transportation of Dispenser, loading and unloading at MNGL sites / Stores, re-transportation of the Dispenser package from the store to the actual site/station including transit insurance, documentation etc. and providing all related services including installation, integration, site acceptance testing, trial run and commissioning, Maintenance (AMC), commissioning spares, all drawings, documents and licensed software & hardware, converters, cables etc. conforming to MR Specification No. MNGL/Planning/Dispenser/2021/01, Technical Specification for CNG Dispenser: TS No. MNGL/CNG/Dispenser/TS/01 and AMC Doc. No. MNGL/CNG/Dispenser/AMC/01 enclosed with tender		
(A)	Supply of Dispensers		
A.1	CAR Dispensers		
	Design, Engineering, Manufacturing and supply of CNG CAR dispensers as per scope of work defined in the tender document inclusive of erection & commissioning spares (The list has to be furnished with the offer)	No.	42
A.2	Applicable for Foreign Bidder only:		
	Arranging Third Party Inspection agencies for witnessing inspection and testing of Car dispensers, Workshop and at his sub vendors' workshop as defined in TS /datasheet.	Lumpsum	1
(B)	SITE ACTIVITY		
B.1	On site Training of each Purchaser's Personnel for Max. of 3(three) days for Car dispensers	Lumpsum	1
B.2	Erection, testing, commissioning & calibration, Performance test of each dispenser as defined in the tender	No.	42
B.3	Lump-sum Annual Maintenance charges of each Dispenser during warranty period (one year) inclusive of supply of all Consumable & Manpower and all spares covered under warranty as defined in the tender in the AMC spec. Doc. No. MNGL/Planning/Dispenser/AMC/01	No.	42
B.4	Lump-sum Maintenance charges of each Dispenser for second year i.e. after first year of warranty period inclusive of supply of all Consumable, all Spares & Manpower as defined in the tender in the AMC spec. Doc. No. MNGL/Planning/Dispenser/AMC/01	No.	42
B.5	Lump-sum Maintenance charges of each Dispenser for third year i.e. after first year of warranty period and second year of ARC inclusive of supply of all Consumable, all Spares & Manpower as defined in the tender in the AMC spec. Doc. No. MNGL/Planning/Dispenser/AMC/01	No.	42
B.6	Lump-sum Maintenance charges of each Dispenser for fourth year i.e. after first year of warranty period, second & third year of ARC inclusive of supply of all Consumable, all Spares & Manpower as defined in	No.	42



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	the tender in the AMC spec. Doc. No.		
	MNGL/Planning/Dispenser/AMC/01		
B.7	Lump-sum Maintenance charges of each Dispenser for fifth year i.e. after first year of warranty period and second, third & fourth year of ARC inclusive of supply of all Consumable, all Spares & Manpower as defined in the tender in the AMC spec. Doc. No. MNGL/Planning/Dispenser/AMC/01	No.	42

Note:

1. Bidder must quote for all items including sub items of price schedule (SOR). The lump-sum AMC charges excluding taxes for each year shall not be less than 5% of the FOT site price (i.e. Supply, Training, Erection, Testing & Commissioning) excluding taxes).
2. Evaluation will be done Package wise and order will be placed on the lowest acceptable bidder(s) on least cost basis to Client.
3. For Indian bidder inspection shall be carried out by Owner / Consultant and the Inspection shall be considered @0.5% of the ex-works price of the equipment for price comparison purpose only.



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MR SPECIFICATION FOR CNG DISPENSERS

INDEX

- 1.0 INTRODUCTION
- 2.0 SCOPE OF WORK FOR DISPENSER
- 3.0 PROJECT DETAILS
- 4.0 BIDDER'S ELIGIBILITY CRITERIA FOR CNG DISPENSER
- 5.0 EXPERIENCE RECORD SCHEDULE FOR CNG DISPENSER
- 6.0 ON SITE TRAINING REQUIREMENTS
- 7.0 WARRANTY SERVICES AND SPARES PARTS
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ANNEXURES:

TECHNICAL SPECIFICATION FOR CNG DISPENSERS

(TS NO.: MNGL/Planning/Dispenser/TS/01)

ANNUAL MAINTENANCE CONTRACT FOR CNG DISPENSER

(DOC NO.: MNGL/Planning/Dispenser/AMC/01)



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1.0 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

2.0 SCOPE OF WORKS FOR DISPENSER

2.1

The intent of this Material Requisition specification is to outline the Purchaser's requirement under which the Bidder shall Design, detail engineering, manufacturing, assembly, factory testing, supply of dispenser including packaging, insurance, handling transportation of Dispenser, loading and unloading at MNGL sites, re-transportation of the package from the store to the actual site/station including transit insurance, documentation etc. and providing all related services including installation, integration, site acceptance testing, trial run and commissioning, Maintenance (AMC), commissioning spares, all drawings, documents and licensed software & hardware, converters, cables etc. conforming to all auxiliaries & features required for efficient & safe operation, in accordance with this specification, data sheets & other enclosures of this technical specification of Material Requisition of tender at the CNG station. The quantities will be as per pricing schedule defined elsewhere in the Bid.

Natural Gas shall not be used for pneumatic controls of Dispenser and Exe proof electronically controlled solenoid shall be used for such purpose. The delivery point of the Dispensers refers Vol I of II of tender document.

Sr. No	Type of Dispensers	Type Hi/Low Flow	Flow rate Kg/min	Fill Pressure Kg/cm2	Fill Hoses Nos/ Dispensers	Remarks
1	Car	Hi/Low	15	200	2 (Two)	Inlet Pressure 255 kg/cm2 (g)

2.2

The Dispensers shall be complete including all required auxiliary equipment for efficient & safe operation as a whole. Bidder shall be responsible for furnishing all electrical, instrumentation, inter connecting Piping & Safety Items as required to make the Dispensers complete.

2.3

It is not the intent of Purchaser to specify every piece of equipment/item but nevertheless any item not specifically mentioned but required as per Good Engineering Practice and for the



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safe & trouble free operation of the dispensers deemed to have been specified & shall be in the scope of Bidder without any implication in the price or schedule.

- 2.4** Obtaining statutory approvals from the country of origin as well as from India is in Bidders scope. The offered Dispenser model must be certified by the Weights and Measures or any other statutory authority from the Country of Origin. The Bidder shall also get the offered Dispenser model certified by the Weights and Measures, India. (Ministry of Consumer affairs). **The offered Dispenser model must also be approved by the Chief Controller of Explosive (CCOE) Nagpur and the Bidder shall submit the certificate along with the offer.** Certificate from W&M of Indian authorities shall be furnished along with bid documents.
- 2.5** Any other item required for safe and accurate operation of Dispensers.
- 2.6** Any spare & consumables required during commissioning shall be in the scope of Bidder. The list of such spares shall be furnished at the time of detail engineering.
- 2.7** Supply of complete O&M manual (along with instruments datasheet & schedule, bill of materials, instrument hook-up diagram, electrical wiring diagram, control logic algorithm & flowchart and certificates & user guide of bought out items) for each dispenser for easy operation & troubleshooting.
- 2.8** Supply of drawings & documents, application program, ladder logic, list of error codes with description for programming the dispenser parameter.
- 2.9** Supply of Instrumentation & Electrical items required as per Specification. All supplied cable shall be intrinsically safe and approved by Competent authority ATEX & certified to be used in hazardous area classified as Zone-I. Trays, Explosion Proof Junction Boxes and accessories are also to be supplied and erected as per requirement.
- 2.10** The supplier shall quote for On-Site Training to Client personals (for Three days).
- 2.11** Any spare & consumables required during commissioning shall be in the scope of Bidder. The list of such spares shall be furnished at the time of detail engineering.
- 2.12** **All spares & Consumables required during AMC & dispenser operation are in the Bidder's Scope. The Bidder shall submit the list of critical spares which are to be stored necessarily in the bidder's store during AMC failing which the AMC rate will be paid @ 50 % of the quoted price in addition to the penalty clause no. 5.0 of AMC Doc. No. MNGL/CNG/Dispenser/AMC/01**
- 2.13** The supplier shall quote for AMC during warranty period with Consumables, Manpower and all the spares (covered under warranty) separately in the tender. For **AMC refer Doc. No. and Scope of work refer AMC clause no. 9.1.**
- 2.14** The supplier shall quote for five years Maintenance Contract including Manpower, Supply of all Spares & Consumables separately in the SOR as per clause no. 9.2.1, **the clause no. 9.2 is not applicable** of AMC Doc. No. MNGL/CNG/Dispenser/AMC/01. The four years



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Maintenance Contract will come into force only after one-year warranty period. The comprehensive Maintenance contract period is 1 + 4 years.

2.15 Bidder shall note that the calibration of the Dispenser Instruments, Mass Flow Meter / Electronics, other major items shall be valid at the time of commissioning. Due to any reason if the validity of the calibration (to be considered one year from the last calibration date, if not indicated) expired, then bidder shall arrange / complete the calibration before commissioning. The Performance Guarantee test shall be conducted positively within two months of commissioning. Bidder has to provide valid Master Meter & all the necessary arrangements for PG test and ensure timely completion of PG test. If PG test fails, then bidder has to bear complete financial implication related to W&M if any in order to rectify the issues.

2.1.6 The Bidder shall provide dispenser data address and protocol for automation and SCADA integration.

2.17 SCOPE OF SERVICES

- a) Design & Engineering
- b) Manufacturing & Assembling
- c) Procurement from Sub-Bidders
- d) Inspection & Testing at Works and Training at site
- e) Documentation and obtaining statutory approvals as per specification
- f) Packing, Forwarding and Transportation up to Job Sites/ Client's stores & re-transportation of the package from the store to the actual site/station including transit insurance, loading & unloading, site installation.
- g) Testing and commissioning, trial run etc.
- h) Site calibration of the Mass Flow Meter of the supplied dispensers by Master Meter before commencement of performance test.
- i) AMC after site installation of each Car Dispenser individually.

EXCLUSION

Civil Foundation & Trenches for pipes / Tubes for Dispenser will be done by other contractor.

3.0 PROJECT DETAILS:

3.1 Gas Composition

The expected gas composition of the feed gas to the CNG dispenser is given below. The CNG equipment should be designed to meet the changes in the gas compositions from gas fields, India



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Component	Range mole %	Deign case mole %
Methane	84.50-98.77	89.0
Ethane	0.69- 9.00	5.0
Propane	0.03-4.00	1.5
Butane	0.00-2.00	0.5
Pentane	0.00-0.35	0.35
Hexane	0.00-0.15	0.15
Heptane	0.00	0
Carbon Dioxide	0.00-4.50	3
Nitrogen	0.05-1.25	0.5
SUM	100.00	100

NOTES:

- Specific gravity to be calculated by Bidder
- Calorific value Net Kcal/SCM to be calculated by Bidder

3.2 Gas Delivery Parameter

The inlet gas pressure to the CNG dispenser is as follows:

Maximum 255 Kg/cm² (g)

Gas Delivery Temperature

Maximum + 70°C Dependant on ambient temperature

3.3 CNG Specification

The CNG specification should meet the IS 15403:2000 (E) natural gas quality designation for use as a compressed fuel for vehicles.

The proposed specification of the CNG is as follows:

Gas Temperature - 10°C to +70°C

Oil Content 10 PPM

Particulate matter Less than 5 microns

Odorant ≤10 mg/sm³ (Ethyl Mercaptane)

CLIMATIC CONDITIONS

Height above MSL: 560 m

Wind Velocity: 160.0 Km/Hr

Minimum ambient temperature: 8 °C

Maximum ambient temperature: 50 °C

Maximum relative humidity: 81% non-condensing (in Aug) & 36 % in (Mar)

All the Dispensers shall be suitable for Outdoor installation without roof/shed.

3.4 Utility Specification

Electric Power Supply: Single phase, AC, 230 Volts ± 1%, 50Hz ± 1% UPS to be provided by the client.

FOR ELECTRICAL EQUIPMENT LIKE MOTHER BOARD, MASS FLOW METER ETC. 24 V DC Power supply with suitable protection shall be provided by Bidder for the critical equipment like Mother Board and Mass Flow meter etc.



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Note:

1. Bidder to confirm that supplied dispensers is suitable with the above power supply and indicate the maximum and minimum tolerable values of voltage for accurate metering and safe operation of dispenser. Bidder has to include suitable voltage conditioning unit in their scope, if required.
2. Bidder has to provide Surge protection device of Make MTL/ Phoenix in 230 V AC UPS Supply provided by the client. This should be installed at the JB of dispenser where incoming power supply will be terminated. Surge protection device is required where inbuilt protection for surges is not given in Power card.
Any problem in the input supply, the dispenser equipment should be protected. The surge protection device shall be pluggable and testable with thermal disconnection and indication facility. It should be for input power supply as per IEC standard IEC-61643-12

Natural Gas shall not be used for pneumatic controls and Exe proof electronically controlled solenoid shall be used for such purpose.

BATTERY LIMIT

- Bidder shall provide necessary union / fittings for connecting / termination / hook-up of high pressure SS tubing at inlet as per the specified size.

4.0 BIDDER'S ELIGIBILITY CRITERIA-TECHNICAL FOR CNG DISPENSERS

Bidder shall refer bid documents (Vol I of II) for qualification criteria and submit documentary evidence (Confirmation letter from the purchaser / Unpriced copies of PO) in support of qualification.

5.0 EXPERIENCE RECORD SCHEDULE FOR CNG DISPENSERS

Sr. No.	Parameter	Information for offered model	Information for existing dispenser installation			
1	Fluid Handled	CNG				
2	No of Dispenser Unit installed					
3	Type of Dispenser Car					
4	Site Max relative humidity (%)					
5	Inlet pressure in Kg/cm ² (g)					
6	Operating Temperature in Deg C					
7	Min/Max Ambient Temp(°C)					
8	Dispenser rated flow (Kg/Min)					
9	Gas Molecular Weight Range					
10	Dispenser overall Cv					
11	Flexible fill Hoses	Nos in each dispenser				
		Dia mm				
		Make				
		Model				
12	Flexible vent Hoses	Nos in each dispenser				
		Dia mm				
		Make				



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	Model						
13	Mass flow meter Make/Model						
14	Mass flow meter Accuracy in %						
15	Dispenser batch Accuracy in %						
16	Specification of Electric supply						
17	No. of Displays						
18	Automatic refuelling data storage storing up to 1250 refuelling transaction						
19	Breakaway Coupling Type						
20	Calibration Unit with Master Mass Flow Meter						
21	Control Panel						
22	Body of dispenser	SS					
23	When dispenser is located Address and Fax/telephone no. of Contact person						
24	Any other information for installation						
25	Date of Supply of unit						
26	Date of commissioning of unit						
27	No of operating hours completed as on bid due date						
28	Major problem encountered if any						
29	Automatic Card reader system used if any						

6.0 ON SITE TRAINING REQUIREMENTS

On Site Training for each Client personal maximum for 3 days (or as define in the SOR) shall be provide by the Bidder. Commissioning will not be deemed to have completed and formal acceptance will not be granted until training has been completed to the satisfaction of the Client.

7.0 WARRANTY SERVICING AND SPARE PARTS

All necessary spare parts to sustain the operations and maintenance of the CNG dispenser facilities should be stocked at the Supplier workshop / warehouse located in India for immediate replacement of parts. The costs to stock these spare parts should be at supplier cost.

Commissioning and warranty spares & Consumables to be provided and shall be included in the base price of dispenser. A list of such spares and consumables shall be furnished with the bid.

8.0 ANNUAL MAINTENANCE:

Annual Maintenance shall be done as per requirements specified in the MR/ Price schedule including all spares, consumables and manpower. The date of start of the annual maintenance contract will be considered the date of successful commissioning and performance test at site.



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The supplier must follow the Maintenance Requirement as stated (but not limited to) in the documents “**Annual Maintenance Contract for CNG Dispenser DOC No.: MNGL/Planning/Dispenser/AMC/01**” enclosed with tender and ensure to provide trouble free services to the satisfaction of the owner. Bidder has to submit the organogram of the maintenance team on receipt of order.

9.0 REJECTION CRITERIA:

During the shop test of dispenser, in case the dispensers flow capacity from inlet to dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected. During the shop testing if the dispenser batch accuracy is found beyond ± 1.0 % dispenser shall stand rejected. The bids received without the certification from the Weights and Measurement department of the Country of origin for offered mass flow meter (coriolis type) / OR CNG measuring system of Dispenser for vehicle as per specifications should be rejected. In case country of origin of mass flow meter or CNG measuring system of Dispenser for vehicle does not issue weights and measure certificate then the same shall be provided from approved agency for weights and measure from other country.

In case the bidder is unable to produce the model approval of dispenser and Mass Flow Meter (as the case may be) from the “Weights & Measures” India apart from the country of origin & “CCOE” Nagpur along with offer, he is required to give an undertaking that the same shall be produced before supply & commissioning of the dispenser. Bidder shall be responsible and liable to do the needful for any statutory requirements for use of the dispenser till the submission of the certificate of model approval.

The bidder shall comply the requirement of Legal Metrology Act 2009 (Act No. 1 of 2010) clauses as follows

- 1) Clause No.22 (Approval of model)
- 2) Clause no.19 (Registration for importer of weight or measure)
- 3) Clause no. 23. (Prohibition on manufacture, repair or sale of weight or measure without license)
- 4) Clause No. 24.1 (Verification and stamping of weight or measure)

Bidder has to provide technical assistance & support throughout the Verification & stamping process up to the satisfaction of Legal Metrology.

Bidder shall submit the relevant document fulfilling the above clauses at the time of tender evaluation. Bidder shall be responsible and liable in complying the above mentioned clauses.

10.0 QUALITY ASSURANCE PLAN (QAP) AND QUALITY CONTROL:

Bidder shall submit their Quality Control Documents for Review and approval. Bidder shall maintain the Quality for the Sub-Bidder items as per the QC of company. The Inspection and Testing at works shall be done as per the approved QAP by MNGL. QAP for the maintenance shall be submitted before Performance Guarantee test of the Dispenser executed at site. Bidder shall furnish the routine maintenance plan for approval before start of the Operations and Maintenance.



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11.0 DRAWING & DOCUMENTATION:

All the other documents as per Technical specification, Bidder Data Requirements and the documents required for better understanding and execution of the job to be supplied by the bidder.

Certificates from statutory authorities confirming suitability of design / construction of all electrical and electronically items for use in hazardous area classification also to be submitted as applicable.

In case of foreign supply, the Bidder should get all certificates endorsed by office of Chief Controller of Explosives (CCOE), Govt. of India within one month of delivery of dispensers at site.

12.0 BIDDER DATA REQUIREMENT FOR CNG DISPENSER

The following data and information marked "X" shall be furnish by the Bidder

S. No.	Description	With Bid	After Job Award		
			For Review	For Information	Final in Book Form
1	2	3	4	5	6
1.0	General				
1.1	Signed & stamped Material Requisition Technical Specification etc.	X			
1.2	Filled in Deviation Schedule for Dispensers.	X			
1.3	Duly filled up "Experience Schedule"- Bidder to note that information furnished by them shall be used to assess the proven ness of offered Dispensers and Qualification of Bidder, Accordingly Bidder to furnish references of those cases, which are matching with offered Dispensers	X			
1.4	Installation Manual			X	X
1.5	Bill of Material	X		X	X
1.6	List of components of Dispenser with Make & Specification of component. Bidder shall also submit "Technical Catalogues" of components.	X		X	X
1.7	Start-up, operation & maintenance manual showing assembly details and critical tolerances. A copy of all certified drawings & documents to be enclosed			X	X
1.8	Drawing list and submission schedule		X		
1.9	Project implementation schedule, ordering and inspection schedule for long lead and major items.		X		



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1.10	Inspection and test procedure, pre-commissioning & commissioning procedure.		X		
1.11	Performance Test procedure		X		
1.12	Weights & Measures Certificates from the country of origin for offered models of Dispenser	X	X		X
1.13	Dispensers unit model/mass flow meter model for dispensing specified mass flow rate at specified overall batch accuracy.	X			
1.14	The “Test Certificate” for Mass Flow Meter/CNG measuring system and other Instruments.	X	X		X
1.15	Weights & Measures approval from Indian Authorities.	X	X		X
2.0	DESIGN				
2.1	Process flow diagram (PFDs) and piping & Instrumentation Diagrams (P&IDs) of sub systems and complete system with write-up on operation	X	X		X
2.2	Data sheets of Car, Mass Flow Meter duly filled up.		X		X
2.3	Performance data, bidder literature for equipment selection, performance curves with duty point marked for individual equipment		X		X
2.4	Specification for piping material & valves.	X	X		X
2.5	Utility requirement	X			
2.6	Detail of control wiring diagram, interlock/shutdown/control scheme with write up on operation, sizing calculation for instrument items.		X		X
3.0	CONSTRUCTION FEATURES				
3.1	GA drawing of dispensers showing maintenance clearances required	X	X		X
3.2	Cross section drawings of individual equipment/ skid, material & part list.			X	X
3.3	Termination & wiring Diagrams			X	X
4.0	SPARES (Required during AMC)				
4.1	List of spares for five years normal operation per Car Dispenser.	X			
4.2	List of spares for two years normal operation per Car Dispenser.	X			
4.3	List of mandatory spares for Car Dispenser		X		



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5.0	ELECTRICAL & INSTRUMENTATION				
5.1	Drawings, documents, data as asked under Electrical & Instrumentation specification of Tech. Specification		X		X

12.1 Document Distribution Schedule

- a) Documents and drawings under column no. 3 **shall be submitted with UNPRICE COPY** of the bid and Documents listed under column 4 & 5 are to be submitted in 4 copies.
- b) Documents listed in column 6 are to be submitted as hard bound indexed book containing the following details in Six (6) copies & 1 transparencies and to be submitted within 4 weeks of release note/dispatch of materials/ equipment from Bidder's works. All transparencies have to be supplied in rolls (in two sets). Any site modification shall be submitted separately in 6 sets.

12.2 Details to be included in Final Documents Books

- a) Manufacturing Data Book containing all test certificates of components, raw materials, stage manufacturing tests and inspections, final tests & inspection documents. All raw material test certificates must be correlated to the P.O. Item No. & component to which they relate by clear noting on the certificates. All design calculations carried out by the Bidder. Release Note and Packing List.
- b) Spares details including assembly drawings, part numbers, delivery, prices and ordering information.
- c) Final Drawing Index and all as-built drawings reduced to A3/ A4 size and wherever reduction is not possible, full size copies duly folded and placed in plastic pockets.
- d) Catalogues/leaflets of sub-Bidders/suppliers of various bought out components highlighting the components actually supplied correlated to P.O. Item Numbers.
- e) Operating and maintenance instructions shall be including lubrication schedules with details of suppliers for procurement by OWNER for subsequent needs.
- f) All final drawings shall also be given to purchaser in digitized form on CD-ROM compatible to AUTOCAD software.

12.3 Special instructions for submission of Drawings. /Documents:

- a) Fold all prints to 216 MM x 279 MM size & roll transparencies.
- b) Bidder has to forward the drawings and documentation to Client clearly specifying purchasers Job no. & Req. No. in details. The drawing/Document no. with Rev. No. is essential.
- c) Each Drawing/Document submitted to Client must be checked and signed/stamped by Bidder before it is submitted to Client. Revision number must change during subsequent submission of Bidder document and only relevant sheet has to be resubmit.



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- d) Final documents after incorporating all comments / observation has to be submitted in totality.
- e) Review of Bidder drawings by Client would be only to check compatibility with basic designs & concepts & would in no way absolve the contractor/Bidder of his responsibility to meet applicable codes, specifications & statutory rules/regulations.
- f) Bidder shall submit within 10 days after placement of FOI, the complete list of drawings/ documents with submission dates against each. Critical drawings, only, the list of which will be agreed during kick-off meeting shall be reviewed jointly at Client's office.

13.0 CHECK LIST: CAR DISPENSER

- a) Bidder shall furnish all the equipment of Dispenser, auxiliary systems, instruments and controls and safety devices as per the enquiry document. The Bidder in his scope shall include anything required over and above what is specified for safe and satisfactory maintenance of the equipment package.
- b) Bidder to write YES/NO against each item. Bidder is required to include complete scope, as such 'NO' is not warranted. However, in case for any of the items if Bidder's reply is 'NO', Bidder should give reason for the same:
- c) Bidder's scope of supply shall include but not limited to the following:

S.No	Description	Specified by Purchaser (YES/NO)	Included by Bidder (YES/NO)	Remarks
1.0	Each Dispenser Package complete with:			
1.1	Frame material – STAINLESS STEEL 304	YES		
1.2	Built-in Coalescing unit of 3-5 microns with manual drain valve at inlet.	YES		
1.3	Certificate of "Weights & Measures" approval for Dispenser & Mass Flow meter & Master Meter (as applicable)	YES		
1.4	Certificate of "CCOE" approval for Dispenser Model	YES		
1.5	Fast fill type and electronic display – CAR: 4 Sets of 3 rows : BUS 2 Sets of 3 rows	YES		
1.6	Dispenser with Tamper Proof Locking arrangement	YES		



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S.No	Description	Specified by Purchaser (YES/NO)	Included by Bidder (YES/NO)	Remarks
1.7	Cabinet suitable to accommodate all valves, fitting flowmeter and all required electronic equipment	YES		
1.8	Front/Side mounted Nozzle with lockable holder and safety lever/latch to firmly hold when not in use	YES		
1.9	Pressure Dial gauge of 4" size (Min)	YES		
1.10	Separate non-resettable straight forward reading Totalizer	YES		
1.11	ESD button mounted on both side of the dispenser front panel	YES		
1.12	One set of Isolation Valve complete with venting line valve and end plug installed on the inlet of the inlet steel pipes of dispenser.	YES		
1.13	Electrical equipment and Instrumentation wiring are provided with Certificate of Area Classification.	YES		
1.14	Certificate by Weights and Measures or the other statutory authorities of the country of origin is Provided.	YES		
1.15	Dispenser automatically and immediately shut off CNG supply to each fill hose individually in case of -Power failure, Failure of metering, Low flow, Failure of Totalizer, Overfill, pressure transducer failure.	YES		
1.16	Overall CV is indicated of dispenser from inlet of the dispenser upto outlet probe including mass flowmeter, interconnecting tubing, valves, hoses, nozzles e.t.c.,(Value to be indicated)	YES		
1.17	Dispenser is shipped in fully wired and assembled condition only gas supply connection, Inst Air supply and power supply connection shall be made at site.	YES		
1.18	System & application Software with licence required for calibration and fault finding diagnostics of mass flowmeter electronics is provided.(as applicable)	YES		
1.19	Warranty for as per tender from the date of final site acceptance of CNG facilities by the Company's.	YES		
1.20	Air compressor tubing with PG for the pneumatic operation of solenoid valve including isolation valve at end.(as applicable)	YES		
1.21	Calibration unit in the form of Master Meter (Master Mass Flow Meter) complete with Hose, Nozzle, and Fittings and vent valve mounted on a suitable frame/trolley and certified by Weights and Measures or any other statutory authorities certified Custody transfer meter of the Country of Origin.	Yes		
2.0	Spare			
2.1	All necessary spare parts to sustain the maintenance of the CNG dispenser facilities within the warranty period and 2 year AMC are supplied and stock at the supplier workshop/ warehouse located in India for immediate replacement of parts	YES		
2.2	Mandatory spares to be procured by the client for O&M after completion of AMC by Bidder "Mandatory Spares"(Indicate separate price for each item)	Reqd during AMC.		
2.3	Quote for one year Normal Maintenance in warranty period with spares	Reqd.		
2.4	Quote for Two year AMC with spares	Reqd.		
3.0	Inspection and Testing			
3.1	As specified on the datasheets and Technical specifications	YES		



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S.No	Description	Specified by Purchaser (YES/NO)	Included by Bidder (YES/NO)	Remarks
4.0	Bidder Data and drawings			
4.1	All data & drawings as required per VDR format	YES		
5.0	Erection, commissioning and trial runs at site of the Dispenser			
5.1	Additional Items not specified by purchaser but recommended by Bidder for safe smooth and normal operation. (Bidder shall indicate separate list of such items in his proposal)	YES		
6.0	Technical Parameters to be confirmed by Bidder			
6.1	Inlet Pressure Kg/cm ² g : 255	YES		
6.2	Fill Pressure Kg/cm ² g : 200	YES		
6.3	Operating Temperature (wetted area) range [-10°C to +70°C]	YES		
6.4	Electrical Supply Single Phase AC, 230V±10%, 50Hz±3%.. Provide surge protection device for inlet supply.	YES		
6.5	Fill Nozzle – CAR: one NZS Class A and one NGV1 with 9/16" NZS 5425 type Refuelling with Adopter BUS: Fill Nozzle – Sherex CT 5000 OR Equivalent	YES		
6.6	Flexible fill & vent hose – Twin of Parker/syneflex/Mac	YES		
6.7	Fill hose pressure rating - Working pressure 5000 PSIG	YES		
6.8	Sequential filling – Three bank for Car Dispenser and Single Bank for Bus Dispenser	YES		
6.9	Temperature compensation – 200 kg/cm ² (g) equivalent at 15°C	YES		
6.10	Breakaway coupling – CAR: 3/8" BUS: ½"	YES		
6.11	Principle of mass metering – Coriolis	YES		
6.12	Flow meter Model with integral flow indicator. – CNG DISPENSER: As per approved make	YES		
6.13	Maximum Flow rate – CAR: 15 Kg/min BUS: 75 Kg/min	YES		
6.14	Batch delivery accuracy - ± 1.5% of batch	YES		
6.15	Mass flow accuracy for gas meter - ± 0.5% (inclusive of linearity, hysteresis & repeatability errors)	YES		
6.16	Calibration tractability – as per international standard	YES		
6.17	Repeatability - ± 0.3 %	YES		
6.18	Main enclosure weather proof to minimum IP23,and MFM to IP 65, NEMA 4	YES		
6.19	Pressure rating of Wetted parts – 5000psi At 25°C as per ASME/ANSI B 31.3	YES		
6.20	Process Temperature effect - ± 0.01% of nominal flow rate/degree C on zero offset	YES		
6.21	Pressure influence – Nil	YES		
6.22	Surge and frequency Transient – Shall be as per standard	YES		
6.23	EMI effect on sensor and Transmitter – as per standard	YES		
6.24	Vibration effect – As per standard	YES		
7.0	Submitted all the Data sheet and Drawings as per spec.	YES/No		
8.0	Submitted all the Necessary certificates, Catalogues and Documents as per specification.	YES/No		
9.0	No Deviation to the entire clause and the requirements of specification except define exclusively in the deviation schedule with the reason of deviation.	YES/No		
10.0	Bidder has clearly understood the total Scope of Work as define in the MR, TS, AMC Doc.of tender.	YES/No		

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14.0 DEVIATION SCHEDULE

A typical format of Deviation Schedule is attached. Bidder shall categorically specify the deviation they have on entire material requisition in below format and sign & stamp each sheet and submit it along with bid. In case Bidder has no deviation, even then they should write "No Deviation" on this deviation schedule and submit it along with bid. This is an essential requirement; the bid should accompany Deviation Schedule.

DEVIATIONS TO THE SPECIFICATION (Car)

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

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

Name of the Bidder:

Signature & Seal of the Company;

15.0 VENDOR LIST & TENTATIVE BILL OF MATERIAL (BOM) FOR CNG CAR DISPENSERS TO BE MAINTAINED BY BIDDER:

S. No.	Item Description	Tender specification/Certification	Approved Make/Vendor	Unit	Approved Qty.
1.	Pressure Gauge	100mm Dial, Range: 0-400 Kg/cm ² , Jelly filled	Pricol, Switzer, Wika, Waaree, Baumer, GIC	Nos.	02
2.	Pressure Transducer	6000 PSI ,1/4" MNPT	Pricol, Switzer, Wika, Waaree, Baumer/ Druck / Honeywell/ABB/ Rosemount/MSI	Nos.	04
3.	Filter Assembly / Element	3/4" OD NPTF	Filter Housing: OEM Filter Element: Parker/ Compac	Nos.	03
4.	Actuator Ball Valve	3/4" OD Trunnion mounted 83 series	Parker/Swagelok/TGT /OEM (approved by PESO) Hopkinsons Limited (UK)/ O.M.S. Saleri (Italy)/ Pibi Viesse SPA / Perar SPA (Italy)/ Larsen & Toubro Ltd. (Audco India Ltd. Chennai) / Microfinish Valves Ltd. (Hubli)/Pietro Fiorentini (Italy) / Nuovo Pignone	Nos.	08



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			(Italy)		
5.	Check Valve (NRV)	3/4" OD Crack Pressure 6000 psi	Parker/Swagelok/TGT/SSP/Compac	Nos.	06
6.	Mass Flow Meter	1700 / 2700 Transmitter with CNG 50 Sensor with integral display	Emerson / E&H/Compac	Set	02
7.	Emergency Shut Off Valve (Manual / Auto)	3/4" Full Bore, SS, 6000 psi, Actuated type Ball Valve	Parker/Swagelok/ Hylok	Nos.	02
8.	Junction Box with required Tag / Identification	Flame Proof CMRI certified, PESO / CCOE approved	Sudhir Switchgear or any CMRI approved make	Set	01
9.	Solenoid Valve	150 psi, 3 / 2-way Direct acting normally close. Fit for Hazardous area, Intrinsically safe, CMRI approved	Seitz- AG (Switzerland) / ASCO / Rotex / Parker Hanifen/ Compac/Avcon India/Jefferson/or CMRI approved make with test certificate	Nos.	08 (6 no for 3 bank both side system & 1 no each at both Mass flow meter discharge)
10.	Electronic Control Unit	CSA approved contains Mother Board, Display & harness set (All instruments / devices should protect against its input AC / DC spikes)	CSA approved/ OEM design approved by PESO	Set	01
11.	Fill & Vent Hose with proper Resting / Holding provision & common safe venting arrangement	4 Meter Length, Fill Hose: 3/8" ID & Vent Hose: 1/4" ID, CSA approved	Parker/Synflex	Set	02
12.	SS Tube	1/2" OD, Seamless, SS 316	Sandvik/Tubacex	Set	01
13.	SS Tube	3/4" OD, Seamless, SS 316	Sandvik/Tubacex	Set	01
14.	Safety Valve (Safety Relief Valve / Pressure Relief Valve)	6000 psi	BHEL, OFE & OE Group (New Delhi)/ M/s Keystone Valves (India) Pvt. Ltd. Baroda M/s Sevim Sarasin Valves India (P) Ltd. (New Delhi/ Halol-Gujarat)/ M/s Tyco Sanmar Ltd. (New DELHI Parcol SPA, Italy/ M/s Nuopignone, Italy/ M/s Sarasin, France M/s Tai Milano SPA, Italy/ M/s	Nos.	02



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			Fisher Rosemount (Now Emerson Process) Singapore, M/s Parker, M/s Compac, FANGER LASER/ ANDERSON (TYCO)		
15.	Needle Valve / Drain Valve	1/4" OD, Arrangement for common drain outside the Dispenser with header. Draining shall not require to open the Cabinet Door	Parker/Swagelok/SSP	Nos.	03
16.	Pressure Line Tube Fittings / Double Ferrule Fittings		Parker/Swagelok/SSP/Hylok	Set	01
17.	Dispenser Body, Frame & Foundation Bolt	SS, Durable, Weather Proof, 10 Years Guarantee with proper Locking, OEM make with Stable Frame of required size including Bolt / Accessories for proper Mounting / Anchoring, Water should not enter in display panel (water resistant display panel)		Set	01
18.	Pressure Control Valve / Gas Regulator	5000 psi Inlet, 120 psi Outlet	Pietro Fiorentini S.p.A. (Italy)/ Emerson Process management RMG-Regel Messtechnik (Germany)/ Mokveld Valves BV (Netherlands)/ NIRMAL (UPTO # 600) Fisher/GEC/Dhuva/Parker/Compac	Nos.	01
19.	Fill & Vent Breakaway Coupling / Quick Connect Breakaway	3/8" x 3/8" ST Female thread, 4200 psi, NGV-4.2 Type	Stabuli / OPW/ Parker /WEH / Snaptice	Nos.	01
20.	Car Nozzle	NGV fill Nozzle with NZS adaptor	OPW/ Sherex, WEH, Parker/Staubli	Set	02
21.	Bleed Valve		Parker/Swagelok/SSP/Hylok	Nos.	02
22.	Special Tools, Elenkeys	As per the OEM specification with each Dispenser	OEM	Set	01
23.	Key Pad, Three Level Display	Both side, Clear visible in day and night operations	OEM	Set	01



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24.	Start / Stop Push Button	With NO / NC Contacts	Siemens/IDEC/Teknic India/ Schneider	Set	02
25.	Provision of additional Port (Should be plug & play) & Software suitable for any hardware device like smart card, printer, etc	RS 232 C Serial Port with Smart Card / Swipe Card compatibility	OEM	Set	01
26.	Dispenser Software	Latest version compatible for sequence filling as well as preset cut off and temp. compensation	OEM	Set	01
27.	Emergency Stop Switch on Dispenser	Individual for Both Hoses with Common Shut-off arrangement on the Dispenser Cabinet	OEM/Approved Make/TGT/Schneider	Nos.	02
28.	On Off Pneumatic Valve		Parker/Swagelok		
29.	Cables & wires		INCAB/Universal/ASEAN/CCI/FORT Closter/Finolex/KEI/ Helukabel		
30.	Barrier/ Isolators/Surge protect:		MTL / Phoenix / P&F		

Notes:

- 1) Successful bidders shall take prior approval of the Makes / Items not covered above for which complete technical credentials (must be for CNG applications) of the proposed vendors shall be required to submit for evaluation by Purchaser/Consultant.
- 2) Some Items indicate only Indian Makes. Successful Foreign bidders may take prior approval of any other makes also for which complete technical credentials (must be for CNG applications) of the proposed vendors shall be required to be submitted for evaluation by Purchaser/Consultant. The Dispenser Manufacturer having / develop the specific products for the use with their own brand name are also accepted subjected to submission of proven track record and the acceptance/ testing /certification of the same from the reputed client / consultant/ certifying agency.



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**ELECTRICAL
&
INSTRUMENTATION SECTION
TECHNICAL SPECIFICATION
FOR
CNG DISPENSERS**

TS No.: MNGL/CNG/Dispenser/TS/01

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1.0 INTRODUCTION:

For filling of Compressed Natural Gas (CNG) to Commercial & Private Vehicles (CNG Car, Car, Auto etc.) through Filling Stations & setting up of CNG filling Dispenser with its Infrastructure are the prime objectives of this Specification.

2.0 PROJECT REQUIREMENTS:

The project requirements will be as define in respective MR Specification for CNG CAR Dispenser. The Supply and Installation complete with all auxiliaries & features required for efficient & safe operation, in accordance with this Technical Specification, Data sheets & other enclosures at the CNG station is included in the Scope of Vendor. **Natural Gas shall not be used for pneumatic controls of Dispenser** and Exe proof electronically controlled solenoid shall be used for such purpose.

The metering system shall be Coriollis true Mass Flow System. Car Dispenser shall be as per the Data sheet & Specification defines elsewhere in this Technical Specification

2.1.2 The Dispenser Model and Mass Flow Meter or Dispenser Model using a Mass Flow Meter part of Dispenser offered by the vendor shall be certified from the Weights and Measures or any other statutory authority of the Country of Origin as well as shall also certified by the Weights and Measures, India. (Ministry of Consumer affairs). The offered Dispenser model must also be Type Approved by the Chief Controller of Explosive (CCOE), Govt. of India as per Gas Cylinder Rules, 2004.

3.0 PROJECT DETAILS & GUIDELINE FOR EQUIPMENT DESIGN:

Technical Data of CNG:

The CNG specification should meet the IS 15403:2000 (E) natural gas quality designation for use as a compressed fuel for vehicles.

The proposed specification of the CNG is as follows:

- Gas Temperature -10°C to +70°C
- Oil Content 10 PPM
- Particulate matter Less than 5 microns
- Odorant 20 mg/m³ (Ethyl Mercaptan)

The dispenser shall be suitable for the Climatic Conditions as define in the MR specification.

All Electrical devices shall meet the requirement for the area classification specified in this Technical Specification. **Tubing & other devices shall be so arranged that there is proper access for operation & maintenance. All the Dispensers shall be suitable for Outdoor installation without roof/shed.**

4.0 Operations & Control Philosophy

The CNG dispensing facilities should be designed with minimum operator intervention. Routine maintenance work will be carried out during normal working hours and outside the scheduled refuelling activities. The control system will be fully automated, only requiring manual intervention for connection of the hose and to initiate the filling operations.



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Dispenser shall be use instrumentation air / electronically controlled Solenoid for operation and made available necessary provision for it. **The dispensing facilities should be designed to operate for a two-year or 10,000 hr which ever comes first, without major overhaul of the gas dispensers.**

To commence refuelling of CNG vehicles, the drivers / operators need to unhook the NGV/NZS connector from the dispenser and hook-up to the inlet of the CNG vehicles. Thereafter, the refuelling would commence upon activation either through manual reset switch or through card reader. The dispenser will automatically stop the refuelling process at 200 kg/cm² (g) and all such refuelling transaction data would be stored and subsequently downloaded into a computer or forecourt management system. The printer attached with the dispenser will generate a cash memo for each hose separately after completion of refilling Process.

5.0 Design Philosophy

It is anticipated that the natural gas feed composition, flow rate and pressure will be fluctuating. Hence, Supplier should design the CNG dispensing facilities with optimum degree of flexibility, reliability, and operability to accommodate the varying composition of feed, other unexpected contaminants, flow rate and pressure.

Sr. No	Type of Dispensers	Type Hi/Low Flow	Flow rate Kg/min	Fill Pressure Kg/cm ²	Fill Hoses Nos/ Dispensers	Remarks
1	Car	Hi/Low	15	200	2 (Two)	Inlet Pressure 255 kg/cm ² (g)

The CNG dispensing facilities should consist of standardised modules, which are assembled into a complete system. Each system should be designed in packaged frame, housing the dispensing system.

The design life of the CNG dispensing facilities should be 20 years as minimum.

The entire valve operation etc. of dispenser shall be of by electronically controlled Solenoid. Necessary provision shall be available in the dispenser.

6.0 Applicable Standards and Codes

The design, construction, manufacture, supply, testing and other general requirements of the dispenser equipment should be strictly in accordance with the data sheets, applicable codes, and should comply fully with relevant National & International standards, Indian Electricity Act, Indian Electricity Rules, regulations of Insurance Association of India and Factories Act while carrying out work as per this specification. The Vendor without any additional cost and delivery implications should carry out any modification suggested by the statutory bodies either during drawing approval or during inspection, if any. The following codes and standards (versions/ revisions valid on the date of order) are referenced to & made part of specification:



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1. NFPA 52 Standards for CNG Vehicular Fuel Systems
2. NGV 4.1/ AGA 2-92 Requirements for CNG Dispensing Equipment for Vehicles
3. NGV 4.2/ AGA 1-93 Requirement for Hoses for NGVs and Fuel Dispensers.
4. ANSI / NGV1 Compressed Natural Gas Fuelling Connection Devices Standard for Fuelling Nozzles and Receptacles
5. NGV4 / AGA Requirements for Breakaway Devices for CNG Vehicle Fuelling Dispensers and Fuelling Hoses.
6. IS 5572 Classification of Hazardous areas (other than Mines) for Electrical Installations
7. IS 5571 Guide for selection of Electrical Equipments for hazardous area
8. OISD 179 Safety requirements for Compression, Storage, Handling and Refuelling of CNG for use in Automotive Sector.
9. OISD 113 Classification of areas for Electrical Installations at Hydrocarbon Processing and Handling facilities
10. NFPA-52: 1992, ANSI, ASTM, NEC, NEMA, ASNZ, OIML, Indian Electricity Rules, Indian Explosives Act. , Australian / New Zealand Refuelling Standard. AG901 / NZS 5425
11. OIML TC8/SC7 Recommendation with regards to CNG dispensers, December 2000.
12. The Standards of Weights and Measures Act 1976.
13. The Standards of Weights and Measures (Enforcement) Act, 1985.
14. The Consumer Protection Act, 1986.
15. The standards of Weights and Measures (General), Amendment Rules, 2005 – Part X Compressed Gaseous Fuel (CNG) Measuring Systems for Vehicle.

Any other Codes & Standards mentioned elsewhere in this Job Specification/M.R. or which has required to be complied with as per the prevailing Government of India regulations shall also be followed. All Electrical devices shall meet the requirement for the area classification specified in the documents. Tubing & other devices shall be so arranged that there is proper access for Operation & Maintenances.

Precedence in case of any conflict between MR Specification & other documents, the following order of precedence shall apply:

- MR Specification
- Technical Specifications
- Indian Standards/Codes as applicable, International Standards/Codes as applicable.

7.0 TECHNICAL SPECIFICATIONS

The specifications described herewith are intended to give vendor the technical & operating conditions the Dispenser must fulfil. These are to be referred along with relevant description including in earlier sections.

Vendor may indicate in his offer, the additional features, which his dispenser has in terms of better design, enhance reliability etc., however such feature may be accepted subject to Client's review and approval.

7.1 DISPENSER:

The Car dispensers shall be designed to handle flow rate of ≥ 15 kg/min under discharge to atmospheric condition. The dispensers shall be suitable for a turn down of not less than 10:1 on flow for Car. The normal operating pressure of CNG at dispenser inlet shall be 255 Kg/cm² (g). However, supply from dispenser to the Car shall get positively cut off at outlet



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pressure of 200 Kg/ cm² (g) to ensure the safety of the vehicle. Dispenser shall be suitable for Outdoor installation without roof / shed. Dispenser display cabinet should be IP-65. Each dispenser should have the following specifications:

7.1.1 It should be fast filling electronic type and display the following key information on the dispenser with liquid crystal back-lit display for night viewing showing:

- Three rows liquid crystal backlit displays or any other display unit as approved by PESO for night viewing showing for each fill, total sale in Rupees (000.00), quantity of gas sold in Kg (000.00), unit price of CNG in Rs/Kg (000.00) for each hose on both sides of the dispenser. Displays shall be weather proof to IP65 and relevant certificate shall be provided.
- Displays must remain active for at least 15 minutes after power failure
- The decimal point required being adjustable through software programme.
- The complete transaction value can be round off to nearest Rs (less than 0.5 considered to be 0 and ≥ 0.5 will be considered to 1 Rs) through software to avoid transaction related dispute.
- The display should read previous batch reading even after power failure.
- The display, On-Off switches, dispenser sides shall be properly identified by printed names.

7.1.2 Non-reset table and non-volatile inbuilt totalizers upto 999999.99 for total CNG sold in KGs with an independent battery backup. Since these dispensers are used for custody transfer purpose, the totalizers should not reset in any eventuality not even in case of electronic failure. **Reset to zero of totalizer shall be performed by the dispenser electronics automatically when the maximum valve reached.** The **Non- Resettable Mechanical Type Totalizer Counter** shall also to be provided which can be visible from front. The vendor should provide suitable arrangement outside the flameproof electronic box (on the dispenser's body) for reading the totalizer. **Updating of Dispenser totalizer reading shall be real time & continuous instead of at the end of fill cycle. Totalizer reading of dispenser shall be taken from inventory of Mass flow meter.**

7.1.3 Physical design should be of stainless steel body with doors/ panels to minimize corrosion and ongoing wear and tear. The dispenser should have tamper-proof locking arrangement. The cabinet should be suitably designed to accommodate all valves, fitting flow meter and all required electronic equipment.

7.1.4 Front/side mounted nozzle come with lockable holder and safety lever / latch to firmly hold the nozzle when not in use. Two No of holster/cradle for filling nozzles along with weather caps for the protection of nozzles. Holster / cradle shall be suitable for NGV nozzle for Car Dispensers.

7.1.5 Each dispenser side should be equipped with ON & OFF switch and liquid filled 4 inches dial pressure gauge (0-400 kg/cm²) showing the vehicle filling pressure for each filling arm. Vendor shall provide a bypass isolation valve with associated tubing to facilitate routine servicing calibration of pressure gauges without shutdown of the dispenser.

7.1.6 The Dispenser shall have ready to start delay of around one minute after each Power On and to start next batch filling. (Adjustable on site)



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- 7.1.7 One no. Bubble tight Manual Shut-off valve for each fill hose has to be considered.
- 7.1.8 For Car dispenser **SS 316, 1/2" with 1/2" to 3/4" reducing adapter** for Interconnecting tubing /piping, fittings, high flow valves shall be used. NRV's shall be provided as required.
- One set each of (1/2 "for Car with 1/2" to 3/4" reducing adapter in loose) isolation 2-way ball valves complete with venting line valve and end plug should be installed on the inlet steel pipe of the dispenser. The valve should be located immediately before the dispenser and should be accessible to the maintenance personnel.
- Dispenser end connections should be (1/2" OD tube for Car with 3/4" to 1/2" reducing adapter in loose) tube fitted with (1/2" for Car) union with nut, front and back ferrule.
- 7.1.9 Fast fill **3 Bank Sequencing System for Car Dispenser**. Sequencing system should be in-built to the dispenser unit.
- 7.1.10 Overfill protection shall be through electronically programmed hose to terminate the fill after 200 Kg/cm²g. Vendor shall include 2 nos. Pressure transducers per hose of suitable range for sensing the pressure. Pressure relief valve shall be provided to avoid overfilling. Pressure Relief valve set pressure shall be at 265 kg/cm²g. 2 Nos. pressure transducer per hose has been envisaged to terminate the filling. If due to some malfunctioning, transducers are not working well, relief valve shall POP for safety purpose to avoid over filling.
- 7.1.11 Built-in coalescing unit of 3-5 microns at inlet of each bank to be able to trap particulate and carried over oil at the inlet with manual drain valve. Vendor has to provide suitable arrangement to detect the filter status and to collect the drained oil outside the dispenser by necessary tubing.
- 7.1.12 Easy to read lighted display – explosion proof backlighting or LED to be provided. Display cabinet must be of IP 65. Display should show the proper error code during shutdown.
- 7.1.13 The components of the flexible hoses are to be factory tested after assembly and before use to at least 5,000 psig. Copies of test certificates should be provided together before the delivery of the dispenser unit.
- 7.1.14 Connection for the flexible hose should be designed with a burst pressure of at least four times the most severe pressure and temperature conditions expected. Necessary certificate shall be submitted along with supply.
- 7.1.15 ESD button to be mounted on both side of the dispenser / both side of the dispenser front panel and to be easily reached during emergencies. This should close filling from each arm of dispenser.
- 7.1.16 Refuelling procedure / instruction complete with diagram or icons type figures should be installed on each side of refuelling hoses for each dispenser unit.



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- 7.1.17 Dispenser electrical equipment and instrumentation wiring should be approved to meet the hazardous area classification Class-I, Division I, Group D as per NEC or Zone I, Group II A/ II B as per IS/ IEC, certification required on all components.
- 7.1.18 Filling of vehicle from the dispenser (Car) should be of the following sequence:
- 1st sequence - from low bank and (high) initially
 - 2nd sequence - from medium bank
 - 3rd sequence - from high bank
- 7.1.19 Dispenser equipment such as pressure gauge, authorization switch, emergency shut-off valve, filling nozzle, ESD button should be provided **with labelling / tagging**.
- 7.1.20 Temperature compensator to limit fill pressure to an adjustable value (the normal value 200 kg/cm² (g)) equivalent at 15 deg C and pressure with normal value 200 kg/cm²g shall be provided. Temperature compensation provision shall be provided and the facility to enable or disable the same also to be available in dispenser.
- 7.1.21 Dispenser should be automatically and immediately shut off CNG supply to each fill hose individually in case of:
- i) **Power failure or Excursion beyond permissible limit.**
 - ii) **Loss of Display**
 - iii) **Power Failure of Mass Flow Meter**
 - iv) **Flow beyond High and low limits**
 - v) **Failure of Metering**
 - vi) **Failure of Totaliser**
 - vii) **Overfill of quantity or pressure**
 - viii) **Failure of pressure sensing transducer.**
 - ix) **Failure of Pneumatic ball valve / electro valve**
 - x) **Repeated operation of Reset or Start/ Stop switch.**
 - xi) **Removal of any electrical wire connection to controller.**
 - xii) **Program step is in "HOLD" due to any error.**
- 7.1.22 Vendor should indicate overall pressure loss of dispenser from inlet of the dispenser up to outlet probe including mass flow meter, interconnecting tubing, valves, hoses, nozzles etc.
- 7.1.23 The dispenser shall be shipped in fully wired and assembled condition. Only gas supply, Inst. Air line connection and power supply connection shall be made on site.
- 7.1.24 Vendor should include in his scope provision of base frame to be embedded in the foundation. Base frames to be supplied in separate packing.
- 7.1.25 All the Gas vents (e.g. Actuator, PSV, fill hose) shall be taken out from top of the dispenser through dispenser body fixed Steel tube at least 2Mtr. height from base frame.
- 7.1.26 Vendor should include necessary licensed system and application software for dispenser electronics one set each for Car, required for calibration and fault-finding diagnostics. (As applicable)



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7.1.27 The normal operating pressure of CNG at dispenser inlet shall be 255 Kg/cm² (g). However, supply from dispenser to the vehicle shall get positively cut off at outlet pressure of 200 Kg/ cm² (g) to ensure the safety of the vehicle.

7.1.28 Once the particular-cycle of filling has been completely stopped (on achieving the maximum fill pressure and/or minimum flow rate) then next filling can be started only after initialization.

7.1.29 The normal operating temperature of wetted parts of dispenser shall be (-) 10 °C to +70°C.

7.1.30 Designing of the dispensers would take into account severity of service. The dispensers shall be designed in such a way as to operate in cyclic (start, fill, stop, start.) round the clock basis with about 1 minute (typical to be adjusted as per requirement) interval between stop and start modes. The dispenser also to work satisfactorily when the time between stop and start is indefinitely high, e.g. during lull time or when the dispenser is commissioned after it was decommissioned for prolonged period or in storage after initial commissioning. For this purpose, if any specific storage facility is required, the same to be indicated by the bidder.

7.1.31 Vendor shall include any other item required for safe and accurate operation of Dispenser.

7.1.32 DISPENSER CABINET

i) Complete cabinet shall be of Stainless Steel and shall have tamper proof locking arrangement. **Cabinet wall thickness shall not be less than 1.6 mm.** Cabinet shall be sized to accommodate all electrical, electronic and mechanical components for metering and display within the cabinet.

Cabinet shall be designed to protect all tubing, pressure gauges, valves, fittings, electrical & electronics item from tampering, rain, dust, vermin etc. Dispenser cabinet shall be provided with adequate size bottom opening for the entry of gas supply line/lines and power supply connections.

Adequate ventilation shall be provided so that there is natural convection current and cooling takes place inside. Cabinet shall be structurally roCart and should not resonate at the frequencies emanated during normal flow or during choked flow through the nozzles, breakaway coupling or valves etc.

ii) Appropriately plugged drain valves of the filter outside the dispenser housing with suitable arrangement to collect the drained oil to facilitate the operator to drain the oil on regular basis without requiring opening the lock of the dispenser cabinet. The layout of tubing & other component should be such to gives unhindered access to all parts & maintenance becomes easy.

iii) Client's Logo and name to be displayed on both sides of dispensers, in Client approved colour scheme. Client's Logo and name shall be painted on stainless steel panel with an appropriate coloured background or alternatively, vendor shall provide self-adhesive PE film sheet with Client's Logo and name. The artwork shall be of three colours. The colours, Logo size and name size shall be informed to successful bidder during detailed engineering.

iv) The dispensers shall be shipped in fully wired and assembled condition. Only gas, air supply and power supply connection shall be made at Site.



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- v) Hi-Mast shall be of appropriate height and shall allow free movement of flexible hose, prevent strain on the fill hose connection and avoid touching of ground.

7.1.33 FILL HOSE & FILL NOZZLE

Electrically conductive (fill & Vent) hose shall be included for supply of Dispensers meeting the requirement of NFPA-52 and NGV 4.2. Fill hose shall have Nozzle suitable to fill Car receptacle. Nozzle shall be designed for high frequency use with a min. cycle of 1,00,000. The end connection for the main and the vent hose shall be SAE (JIC)37deg Female Swivel 9/16" –UNF Size for fill hose & 7/16" UNF Size for Vent Hose

Specific Conductivity of Filling Hose shall be 0.512 Mega ohms for length Up to 180" (appx. 4.5 Mtr) and, 3.5 Mega ohms for length Over 180" and Up to 1200" (Appx. 30 Mtr.)

a) **For Car Dispenser:**

Two CNG flexible electrically conductive twin (fill and vent) hoses with Two nozzle and vent hose one with captive vent transit fill nozzle along with weather caps for the protection of nozzles. Both hoses should be fitted with NGV nozzle with suitable adapters (NGV 1 Type 2 Class A / NZS 9/16" fill probe) attached with it to fill both type of filling systems i.e. NGV1 Type2 or NZS-5245 nozzles. Vendor should include supply of breakaway coupling in each hose i.e fill & vent hose suitable for NGV Industry. Each fill & vent hose should be 3/8" ID & 1/4" ID respectively, working pressure 255 kg/cm² (g) and at least 4.0 Meter long. Hose spiral guard shall be provided for hose protection due to friction & abrasion. **Bidder to note that for our special purpose project, we require 8-Meter-long hose (Fill & Vent) with spiral guard for 6 no CNG CAR dispenser out of total 42 no CNG CAR dispensers. Same will be informed at the time of DO placement.**

Vendor shall demonstrate the function of breakaway coupling during performance test with the similar sample breakaway coupling.

- 7.1.34 One number of holster/cradle for fills nozzles along with weather caps for the protection of nozzles. Front/Side mounted Nozzle with lockable holder and safety lever/latch to firmly hold the nozzle when not in use shall be provided.

- 7.1.35 Vendor has to supply the dispensers with electrically operated full-bore bubble tight ball valve made of ANSI 316 SS for ON-OFF control of flow. Vendor shall take approval of make of valve from Client/ Consultant.

Vendor shall ensure that the system design in such a way that any gas if passes, should be recorded by mass flow meter and there should not be any possibility of un metered gas supply through dispenser in case of malfunctioning of ball valves.

- 7.1.36 Coalescent filter shall be provided at inlet of bank supply line with manual drain valve to ensure that the oil carryover in the CNG being filled to Vehicle is < 5 PPM. **Filter elements made of paper shall not be accepted.** Vendor to provide appropriately plugged drain valve outside the dispenser housing with suitable arrangement to collect the drained oil outside the dispenser by necessary tubing. Filter size shall be in accordance with max flow through the Dispenser.



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7.1.37 Vendor shall supply the application program, ladder logic, and list of error codes with description for programming the dispenser parameter used in Dispenser Electronics.

7.1.38 After power on, the controller delay time to start filling be such that the Mass Flow Meter and Pressure Transmitter are initialized properly to void any un-metered gas.

7.1.39 Vendor shall ensure that the system design in such a way that in process, any gas if passes, should be recorded by mass flow meter and there should not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves.

7.1.40 The offered Dispensers for dispensing CNG shall be Type/ Model approved by from Statutory Authority of Country of Origin and the Chief Controller of Explosive (CCOE), Govt. Of India as per Cylinder Rules, 2004. **The equipments & their make for particular model shall be same as specified in the certificate issued by CCOE, for any change fresh CCOE certificate has to be obtained and submitted before commissioning.**

7.1.41 The Car dispenser shall be designed to handle flow rate of ≥ 15 kg/min, under discharge to atmospheric condition. The Dispenser shall be based on three banks sequencing filling. The sequencing panel shall be within cabinet of the dispenser itself and not as a separate unit. Sequencing should be on flow rate and pressure.

7.1.42 One numbers of three bank electronic software and controller including hardware. Bidder to include active serial port with OSI for interfacing with future printer, swipe card or SCADA, etc.

7.2 DATA RECORDER:

a) The dispenser should have an inbuilt Automatic Refuelling Data Recorder unit for the each independent refuelling line. The dispenser system should be capable of **storing up to 1,250 refuelling transactions data** with date & time stamping and such data should be downloaded frequently into another portable computer with compatible Microsoft software (**software in CD to be provided by Supplier together with the license**) to store the transactions data. This information can either be down loaded as a report from a POS system of client through RS 485 communication.

Vendor shall provide battery back up of 72 hrs to the RAM of dispenser electronics.

b) The dispenser electronics software should **be capable to print all alphanumeric refuelling data** (as stated below) of each fill point of the dispenser as a receipt for the respective vehicle through the point of sale (POS) Computer / printer (**both of client**) and shall generate the cash receipt for each refuelling operation. Keypad can be alphanumeric/ inputs button inside the dispenser so that data transfer can be done through SCADA. The Communication port for the interconnection of dispenser to POS shall be available in the dispenser and shall be intrinsically safe. Following information required on the receipt for each refuelling:

- Vehicle Identification Number.
- Quantities of gas dispensed in kg (4 digits in 2 decimal points i.e., 00.00).
- Unit cost of gas dispensed in Rupees, Rs/kg (4 digits in 2 decimal points i.e., 00.00).
- Complete transaction value in Rs (6 digits in 2 decimal points i.e., 0000.00).



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- c) **One number Non-resettable and non-volatile inbuilt totaliser up to 999999.99 (8 digit and a decimal) for total CNG sold in KGs (Total refuelling transaction) with an independent battery backup shall be provided for each dispenser. The display should have facility to read previous batch reading even after power off/ failure. The dispenser electronics totaliser shall get updated continuously with each batch filling and must retain the transaction value even after power supply off/failure any time during online filling cycle.**
- d) **Non-resettable Electronic Totalizer should be provided in Mass flow Meter display. (as dispensers are used for custody transfer purpose, the totalizer must not reset in any eventuality not even in the case of electronic failure)**
- e) **The dispenser parameter setting shall be password protected. Facility of change of password also to be provided to enhance the security of password.**

7.3 INSTRUMENTATION & CONTROL:

All the Electrical and Electronics Instruments shall be installed in accordance with NFPA 70, IEC for gas Group II A, II B & Temperature Class T3 and shall have approval of a recognized certifying authority. For all intrinsically safe /flame proof equipment / instruments the certifying authority will be BASEEFA, FM, UL, PTB, LCIE and in India CCOE, India, Nagpur. The applicable certificate shall be provided at the time of Inspection & Testing at works. **Mother board, Power Card should be installed / provided in Flame Proof junction box.**

All the auxiliary instruments like Mass Flow Meter shall be on 24 V DC supply only & Pressure Transducer / switch, ESD etc. shall be on 5 V DC supply only. SOV Shall be on 24 V DC / 230 V AC Supply. Vendor shall provide suitable power conditioning unit / Stabilizer, barrier / isolator etc. for fail safe operation in Hazardous areas, class 1 div 1 Group D as per NEC.

Vendor shall provide the power & utility consumption for the instruments used in the Dispensers.

The Mass Flow Meter shall be coriolis type and shall confirm to AGA 11 standard.

All tubes, Valves and fitting shall be leak proof & shall be Swagelok / Parker make and suitable for respective pressure rating. The tube shall be of Sandvik Make & suitable for respective pressure rating. Complete control loop would be so fast that if filling were terminated at any point of filling, the flow would stop immediately. Reset Switch assembly should be suitable for failure free operation.

In case the power supply is beyond acceptable limit the dispenser shall not start at all. The controller shall provide an operational alarm and it shall be displayed on LCD display.

7.4 DISPENSER ELECTRONICS:

The Dispenser Electronics shall be Microprocessor based and inbuilt with the dispenser. All the electronic cards shall be located in flameproof boxes inside the dispenser cabinet. The controller electronics shall be immune to EMI interference. The dispenser electronics shall have self-diagnostics features and should generate error code accordingly. **The error code shall be display** (for some time for even power failure). Vendor should define such error codes and procedure for their rectification in Maintenance manual. Password protection should be provided for entry of data through keypad. The keypad shall be provided inside the



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display electronics cabinet and can't be accessible from outside. **The change in dispenser setting shall be done through laptop computer or hand held communicator through the port provided for this purpose with security lock / keypad.**

For downloading the CNG refuelling transaction data to Client's POS computer, RS 485 serial port (for RS 232 port, provide with Converter for RS 232 to 485 including all hardware and software) shall be provided.

Remote communication / RS-485 MODBUS communication port to be made available for remote monitoring of dispenser. The MODBUS address & all related parameters to be shared with MNGL in the manual for future use.

Terminals for HART communication should be provided for on field monitoring.

The programming, tuning, adjusting of the controller would be through dedicated software residing to a PC with the window Operating System. Dispenser shall be capable of communicating with outside system using the open system architecture / Protocol. It is possible to transfer the data through twisted pair wires, transaction data, flow meter data to RTU of SCADA. All the flow data, trip status and power supply status shall be available.

The client shall provide SCADA and RTU. **The Dispenser shall have facility to read & write the data from remotely through SCADA.** The dispenser should have provision and dedicated communication card & port for connection to RTU for monitor and control the transaction parameter through serial communication The detail requirements of SCADA will be communicated to the successful vendor during detail engineering. For selection of equipments compatibility for SCADA system vendor shall considered the MODBUS RTU protocols, FCC-68, RS485 connection type, RS 232 D communication standard, Baud rate up to 19.2K, with configurable software.

The configuration data for the Mass Flow Meter should be stored in a non-volatile memory or in a dedicated battery backed RAM to protect the data from power off or fluctuations.

7.5 MASS FLOW METER

Coriollis True Mass Flow Meter with Integral Display Unit should be provided to ensure accuracy and direct Mass Flow measurement shall confirm to AGA 11 standard **and approved for custody transfer metering of CNG** at each of the refuelling hose. The microprocessor based control system should be provided to sense, monitor and control complete filling operations on a continuous, uninterrupted basis. The integral display unit shall be mounted in side the dispenser body. The difference in reading between this integral display unit and non-resettable type totalizer shall not be > 1.0%. Each and every Mass Flow Meter "Zeroing" shall be done before delivery from works.

The Mass Flow Meter design consideration, piping, meter installation, zero verification and proving facility shall be confirming to AGA 11 standard. Mass flow meter (Indicating Type) should be designed for custody transfer metering of CNG and meet the following requirements:

- Principle of metering - Coriollis
- Flow Rate - $\geq 15\text{Kg/Min}$ for Car
- Accuracy - $\pm 0.5\%$ (inclusive of linearity, hysteresis & Repeatability error)



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- Repeatability - + 0.3 % or better
- Totalizer - Non resettable Type
- Enclosure - IP65, NEMA 4 & Ex.Proof
- Pressure & Temp influence - Nil
- Calibration Traceability - NIST
- Pressure Rating of wetted parts - 5365.605 (5200 psi) at 25 deg c as per ANSI BV 31.3/ASME
- EMI effect on sensor and Transmitter- To the requirement of EMC to latest IEC/EN standard
- Vibration effect -As per IEC 68.2.6 / SAMA PMC 31.1 (1980) or latest standard
- Approval - ATEX/CSA/ FM/CENELEC /SEV
- W& M - Statutory authority of Country of Origin and From Ministry of Consumer Affairs, Govt. of India.
- Output to Dispenser Electronics - RS 485/ frequency
- Out put to be available - RS485/frequency/Analog duly programmed

Each flowmeter should be provided with a liquid crystal display (LCD) for ongoing flow monitoring and totaliser. Flow meter signal shall be considered as the highest level of interruption. It shall not be possible to fill any vehicle cylinders by repeated operations of reset switches. Reset time delay is required with adjustable time. **Mass Flow Meter shall have diagnostic facility to check live zero, configurable parameter, constants etc. through Laptop.**

Mass Flow meter should have integral display with navigational buttons for zero calibration & parameter check.

Provision for sealing/locking of Mass Flow Meter / Transmitter shall be provided to avoid possibility of tempering during use of Dispenser.

Vendor should include one set necessary system and application software with hardware including communication cable / converter etc. with licensed required for calibration and faultfinding diagnostics of Mass Flow Meter Electronics through Client's Laptop.

Make / Model:

For all type of Dispenser: **Emerson Micro Motion (CNG 50 with 2700 transmitter),
E & H Proline Promoss83 F Coriolis Flow meter**

7.7 ELECTRICAL SPECIFICATION

It is not intended to cover all aspects of design but to indicate the basic requirements only. Vendor shall ensure that the design and installation is carried out as per good engineering practice to meet the requirements of safety, reliability, ease of maintenance and operation, aesthetics and interchangeability of equipment.

The rated Voltage and frequency for the equipment shall be 230 V \pm 10 %, Single phase AC , 50 \pm 3 %.

7.7.1 CODES AND STANDARDS

7.7.1.1 All electrical equipment and complete package shall meet the requirement of relevant Publications and Codes of Practice of Bureau of Indian Standards, statutory regulations and good engineering practices. Complete system must conform to the latest revisions of the following:

- a. Indian Electricity Act and Rules framed there under.



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- b. Fire Insurance Regulations.
- c. Petroleum Rules and any other regulations laid down by Chief Controller of Explosives.
- d. Regulations laid down by local statutory authorities and Electrical Inspectorate.

7.7.1.2 Vendor shall provide all assistance required for obtaining approvals from statutory authorities for materials, plant design/drawings and complete installation.

7.7.1.3 Where Indian Standards do not exist, the relevant IEC/British/ German (VDE) standards shall apply. Any Other international standard may also be followed provided it is equivalent to or more stringent than the standards specified above.

7.7.1.4 In case of any discrepancy/conflict between the specified codes and standards, Owner's confirmation shall be sought before considering of any decision for execution of work.

7.7.2 AREA CLASSIFICATION AND EQUIPMENT SELECTION

7.7.2.1 In case of storage, handling or processing of flammable materials within the battery limits of the package, area classification shall be carried out in line with IS: 5572 & Petroleum Rules and OISD-179 guidelines where applicable.

7.7.2.2 Selection of the type of equipment for use in hazardous areas shall be done in accordance with IS: 5571 and other safety regulations as applicable. The electrical equipment shall meet the requirements of relevant IS, IEC or NEC standards. Increased safety type Ex (e) equipment shall not be permitted for use in Zone-1 areas. For Zone-2 areas, Increased safety type Ex (e) or Non-Sparking Type Ex (n) equipment shall be provided as a minimum, subject to the same being acceptable to statutory authorities. Ordinary safe area type electrical equipment shall not be used in Zone-2 areas (even though this may be permitted by NEC for Div.2 areas).

7.7.2.3 Electrical equipment for hazardous areas shall be certified by CMRI and approved by CCOE (or equivalent statutory authority of the country of origin) for installation and use in the specified hazardous area. Flameproof equipment of indigenous origin shall be BIS marked. Vendor shall furnish the necessary certificates indicating such approvals.

7.7.2.4 All the electrical and electronic component shall be in flame/explosion proof housing suitable for area classification: Hazardous area, Class 1, Division 1, Group D as per NEC or Class 1, Zone 1, Group IIA/IIB as per IS/IEC, Temperature Class T3, and completely enclosed in a securely lockable dispenser cabinet. No component of the dispenser shall be installed outside the cabinet. Certificate from recognized agency to the effect is required to be produced that equipment supplied and/or installed conforms to above area classification.

7.7.3 EQUIPMENT SPECIFICATIONS

7.7.3.1 All equipment shall be complete with all necessary weather protection including tropicalization to prevent damage due to climate, dust and corrosive vapours. The enclosure protection of all equipments shall be IP: 55 as per IEC specifications.

7.7.3.2 Vendor shall be responsible for any damage to the equipment during transit. All packages shall be clearly, legibly and durably marked with uniform block letters giving the relevant equipment material details. Each package shall contain a packing list in a waterproof envelope.



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7.7.3.3 All electrical components and equipment shall be sized to suit the maximum load under the most severe operating conditions.

7.7.3.4 Although the supply is being arranged through UPS System, but in some remote occasions, the power supply may be from DG sets with poor regulations and thus power supply available from Client may contain harmonics, transients and surges etc. The Electronics shall be compatible to the supply system as no transient, surge or harmonics protection has to be provided by Client. Bidder to include suitable voltage protection device/ conditioning unit / voltage stabilizer, as required, in their scope for accurate and safe operation of dispenser.

7.7.3.5 We have envisaged solid earthing for the system. However, if specific earthing is required for the system - electronics, the same to be highlighted by bidder; otherwise the successful bidder shall provide system earthing including making of earth-pits etc.

7.7.3.6 Name of the manufacturer, type of enclosure protection and certificate no. with name of testing/Certifying agency shall be furnished with bids / for approval.

7.8 PIPE WORK, VALVES AND FITTINGS:

Pipe work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature. All tube fitting and pipefitting shall be leak proof. All the SS fittings shall be double compression ferrule fittings.

All high-pressure tubing work should be of (½" OD SS for car) fully annealed (Bright annealed) seamless conforming to ASTM 316. The piping/tubing, valves, fittings shall be of Parker, sandvik, Whitey, Cajon, Nupro, Swagelok, Hoke & Dk-Lok make. The system should be "go-no-go" gaugeable to demonstrate that fittings are properly tightened. Wherever possible valves and control devices should incorporate the same end connector system. The number of fittings used should be minimised. The Supplier should ensure that personnel assembling the pipe work should be competent in the system employed.

The preferred valve types for isolation are ¼" turn ball valves. Such valves have similar material to the tube they are attached to. Ball valves must be of good quality and be appropriately selected frequency of use. Ball seats must be suitable for natural gas operation of the gas composition indicated. Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.

8.0 HAZARDOUS AREA

The Supplier should specify the hazardous area in accordance with the IS 5572 / Australian Refuelling Standard AG901 / NZS5425. All electrical equipment cabling and earthing should be appropriate for the zone in which it is fitted, and all cables passing from the hazardous to safe area should be equipped with appropriate carriers where necessary.

All Instruments should be suitable for an area classification of "Class 1, Group D, Division 1 as per NEC" OR "Zone 1, Group IIA /IIB as per IS/ IEC". All dispenser mounted transmitters & temperature element should be intrinsic safe "exia" as per IEC 79 latest version and solenoid valves, switches and related junction boxes should be flame proof "D" as per IEC 79 latest version. Other special equipment's/instruments, where intrinsic safety is not feasible or available, should be flame proof as per IEC 79-1 latest version.



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A complete dossier of all electrical equipment will be provided, showing area classification and certification of equipment.

9.0 CALIBRATION & CERTIFICATION:

Mass flow meter, instrument gauges, etc should be calibrated and such calibration certificates should be presented upon at the time of delivery to site. If any of the calibration certificates is not in order, the Supplier's should replace the affected equipment with valid certificate at Supplier cost. Documentation and obtaining statutory approvals from the country of origin is in Vendor's scope. **The offered Dispenser Model and Mass Flow Meter must be approved and certified for specified flow & accuracy by recognized authority, i.e., "Weights and Measures" or other statutory authorities (of the Country of Origin. Vendor should also get the Dispenser Model & Mass Flow Meter certified from Weights and Measures, India. (Ministry of Consumer). The Calibrator Master Meter for calibration purpose must also be certified from Weights and Measures, Country of origin or other statutory authorities (such as PTB, NMI, PISGAR, CEESI etc). The offered Dispenser Model must be approved from Chief Controller of Explosive (CCOE) Nagpur as per Gas Cylinder Rules, 2004. All the certificates(s) shall be in English language or in the language of originating country along with English translation.**

10.0 INSPECTION AND TESTING

Inspection will be done by client/ consultant in the works of vendor as per the approved QAP.

10.1 At Vendor's Works

All the dispensers shall subject to Inspection ("Stage wise" if required by Client) by Client's or their Authorised Representative.

10.2 The following activities shall be covered under inspection:

- a) Review of Q.A. documents.
- b) Review of calibration certificates for Mass Flow Meter, dispenser, pressure transmitters, pressure gauges and all instruments.
- c) Review of all statutory certificates including W &M and CCOE certificate.
- d) Review of area classification compatibility of all items including bought out items.
- e) Review of bought out sub-assemblies/major components, test/inspection certificates.
- f) Safety shutdown features as per technical specification.
- g) Automatically and immediately shut-off CNG supply due to abnormalities.
- h) Dimensional checks as per approved drawings and data sheets.

10.3 Functional Test

All the dispensers shall be tested to demonstrate the functioning of all the components and controls. The simulation test for all the Instrumentation shall also be carried out.

10.4 Performance Test

All the dispensers shall be performance tested for flow capacity, measuring accuracy and dispenser functioning with CNG or Nitrogen. Vendor shall arrange CNG or Nitrogen as required. Seat leakage test for the Valves and setting of safety valves shall be check.

10.5 During the shop test of dispenser, the dispenser flows capacity from inlet of dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected.



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10.6 During factory inspection & testing vendor shall do the calibration / set point check of all major instruments including Mass Flow Meter and Valves.

10.7 During the shop testing if the dispenser batch accuracy is found beyond ± 1.0 % dispenser shall stand rejected.

10.8 In case, during the shop testing, the tests for dispenser performance to stabilize the flow capacity, calibration / set point check of all major instruments & batch accuracy can not be done, then same shall be executed during site performance test. The dispensers shall be accepted based on the satisfactory results of all the parameters as per tender.

11.0 DISPENSER PERFORMANCE

The vendor shall guarantee the satisfactory performance of each dispenser as per the operating parameters indicated in data sheets. The dispensers shall be performance tested after installation at site by vendor. Vendor shall carry out tests as required by Govt. Statutory Agencies. Guaranteed performance for Dispensers shall be as follows:

1. Capacity of the CAR dispenser shall be $\Rightarrow 15$ kg/min under atmospheric discharge at inlet pressure of 250 bar (g) with design case gas composition, temperature of 150 oC with no negative tolerance for errors in instruments and measurements.

2. Batch Accuracy of ± 1.0 % or better of the quantity filled. The Mass Flow Meter Accuracy shall be + 0.5% (inclusive of linearity, hysteresis & Repeatability error) and the Repeatability will be + 0.3 % or better.

In case above guaranteed parameters are not achieved at site, vendor shall carryout necessary rectification/modification to achieve the guaranteed parameters, without cost & time implication to the purchaser.

11.1 Commissioning at Site:

All the dispensers have to be tested for functioning & performance by vendor in presence of Client authorized representative. Any part or component, which is not functioning to the satisfaction of Client, shall be repaired or replaced by the vendor without cost & time implication to purchaser and performance test again carried out. Vendor has to execute performance test of all the dispensers after commissioning for accuracy, repeatability and safety parameters. Vendor to make all arrangements for carrying out performance test viz Std. Mass Flow Meter, Laptop etc. Vendor shall carry out tests as required by Govt. statutory agencies.

11.2 Demonstration of Overfill Protection:

Vendor shall demonstrate the Overfill protection at site and it shall be through electronically programmed so that the hose has to terminate the fill after 200 Kg/cm²g. The performance of 2 no. transducers per hose and the Pressure relief valve shall be monitored to avoid overfilling. Relief valve set pressure shall be checked after final installation and demonstrate during trial run of dispenser.

Calibration certificate for all instruments shall be provided at the time of inspection.

12.0 TECHNICAL SUPPORT

The Supplier's should be responsible to maintain a workshop / warehouse and a team of competent technical support personnel in India to rectify and trouble shoot the problems encountered during the



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operations of the CNG dispenser. Upon receiving a call from the Company's, the Supplier is expected to response within a 4 hour from the time of call during an emergency situation. During normal maintenance situation, the Company expects the Supplier to response at the earliest from the time of call.

13.0 TRAINING REQUIREMENTS

The training program should be phased to suit the construction program such that the Client's personnel are fully conversant with all aspects of the operations and maintenance of the overall system including all aspects of operations, including operation, maintenance CNG, of the overall system. The duration of training will be defined in the MR specification.

Commissioning will not be deemed to have completed and formal acceptance will not be granted until training has been completed to the satisfaction of the Company's representative.

The training program should cover but not limited to the following subject areas:

- The physical characteristics of the gas and the procedure and precautions to be observed in handling and control.
- Start-up, operations and maintenance procedures for the CNG dispenser and equipment
- Filling Procedure, safety and preventive daily maintenance.
- CNG system management

14.0 PACKAGING:

The dispensers shall be packaged to withstand rough handling during ocean shipment and in-land journey. It shall be vendor's responsibility to make good any deterioration that occurs during shipment. Sling points shall be clearly indicated on crates.

All soft and delicate surfaces on dispenser should be carefully protected with suitable coating and wrapped to prevent rusting and damage. Dispensers shall be packed in wooden cases irrespective of sizes. Attachments and spare parts of equipment's and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover.

Lifting and Sling Points shall be provided for each package to allow lifting in a stable, horizontal position.

All surface areas of each dispenser package which may come in contact with slings during lifting must be protected to prevent scratches, dents, or other damage during loading and transportation.

15.0 DATA AND DRAWING DETAIL

Vendor shall furnish all the documents as per "Vendor Data Requirements" enclosed with Material Requisition. All the other documents as per Technical specification and the documents required for better understanding and execution of the job to be supplied by the Vendor.

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 Vendor should get all certificates endorsed by office of Chief Controller of Explosives (CCOE), Govt. of India within one month of delivery of dispensers at site. After the placement of FOI, a kick off meeting will be held between Vendor and Client / Consultant to discuss / clarify various requirements



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of project and finalize the modus operandi for execution of the contract within the scheduled time as specified in contract.

Along with the bid the following information is to be provided by the Vendor:

1. Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per dispenser, their part number and make.
2. General arrangement drawing of the dispenser giving overall dimensions and erection / shipping weight. Duly filled data sheets of major instruments, Mass Flow Meter, Dispenser etc.
3. Typical cross sectional drawing and literature to fully describe the details of all major components such as valves, spring loaded regulator, data sheet indicating material of tube, tube size etc.
4. List of commissioning spares per dispenser.
5. List of special tools & tackles required for installation & maintenance of dispenser.
6. Leaflets/catalogues for all major items.
7. Factory test procedure.
8. Maintenance schedule of the dispenser along with list of Spares for O&M during warranty period.
9. Electrical single line diagram. A complete electrical dossier and zone drawings of the dispenser, all certification for all components used within the hazardous areas should be provided
10. Deviation sheet as per Table provided.

Vendor shall provide following documents within four weeks from date of Purchase Order.

1. General arrangement drawing of the dispenser giving overall dimension and erection / shipping weight.
2. Detailed foundation drawing of the dispenser for casting foundation giving load pattern etc.
3. Details of inlet gas termination including X, Y, Z co-ordinates with respect to centre of dispenser or any reference.
4. Training schedule with contents.

Vendor shall provide following documents along with supply.

1. Operation and maintenance manuals – 3 sets all in original for each dispenser. The instruction manual should describe in details the construction and recommended procedure for maintaining, operating and trouble shooting of the dispenser should also include cross-sectional drawings, exploded views of all spare parts along with part nos., quantity installed per dispenser. The manual should provide detailed catalogues of all bought out items.
2. Mechanical and electrical installation drawing including interconnection and wiring diagram.
3. Test certificates and catalogues of all major components like valves, mass flow meter, tubing etc.
4. Calibration certificates for all measuring and protection devices (e.g. Mass flow meter, pressure transducer and pressure gauges)
5. Test records of mechanical running, performance test.
6. Complete wiring diagram of internal wiring of dispenser.
7. Software (logic diagram) of dispensers on CD-ROM with suitable communication Protocol for communication with dispenser in order to change dispenser parameters if required.

16.0 DATA SHEETS

Vendor shall furnish all the filled data sheets for the approval of Consultant / Client. Vendor shall clearly indicate deviation if any in the respective data sheet.

- Mass Flow Meters
- Data sheets of Solenoid Valve
- Data sheets of Car Dispenser



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual rate contract for procurement of CNG
Car Dispensers for CNG & CGD Network of MNGL for Pune,
Nashik, Sindhudurg & Ramanagara GA.**

Bid No.: MNGL/CP/2022-23/71

16.1 Mass Flow Meter

GENERAL	1.	Tag No.		*	
	2.	Service		*	
	4.	Line Size & Schedule		STD	
	5.	Electrical Area Classification		IEC Zone 2 Gr IIA,IIB	
SENSOR UNIT	6.	Type		Coriolis	
	7.	Function		Massflow	
	8.	Connection Size Rating, Facing & Finish		* * RF 125AARH	
	9.	Body Material		316SS	
	10.	Sensor Housing Material leads		SS Hermetically Sealed	
	11.	Sensor/Wetted Parts Material		316SS	
	12.	Enclosure		WP to IP 65	
	13.	Intrinsic Safety		Required	
	14.	Range Min Max	Kg/h	* *	
	15.	Accuracy		±0.5% flow rate	
	16.	Conduit Connection		½" NPTF	
	17.	Jacketing		Required	
	TRANSMIT TER	18.	Function		Transmit
		19.	Load Driving Capability in ohms		600
		20.	Output Type Signal / Protocol		*
		21.	Enclosure		FLAMEPROOF + WP
		22.	Intrinsic Safety		Required
23.		Power Supply		*	
24.		Conduit connection		½" NPTF	
25.		Mounting Location		*	
26.		Max. Distance Allowable Sensor To Transmitter Tx To Control Room Receiver		* *	
27.		Power Consumption in Watts		*	
FLUID DATA	28.	Fluid State		CNG GAS	
	29.	Flow: Min Nor Max	Kg/h	As per Tech spec	
	30.	Pressure: Operating: Maximum	Kg/cm ² (g)	As per TS	
	31.	Temp Operating Maximum	°C	As per MR	
	32.	Operating Relative Density			
	33.	Relative Molecular Mass			
	34.	Operating Viscosity	cP		
	35.	Maximum Allowable Press Drop	Kg/cm ²		
OPTIONS	36.	Filter Mesh Size			
	37.	Mounting Brackets		Required	
	38.	Inter Connecting Cables		Required	
	39.	Cable Glands Size		Required	
	40.	Switch Type Contact Rating			
	41.	Accessories for Hot Tap			
OTHERS	42.	Manufacturer		*	
	43.	Model No. Meter		*	
	44.	Converter		*	



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16.2 Datasheet for Solenoid Valve:

Solenoid Valves			
Units: Flow -> Liquid – Gas Kg/Hr; Temperature-> oC ; Level /Length- mm ; Pressure-> Kg/cm²			
General	1	Tag No.	
	2	Line No.	
	3	Line Size & Sch.	
	4	Service	
Valve	5	No. of ways	
	6	Size – Body Port	
	7	End Connection	
	8	Material Body	
	9	Trim	
	10	Body Rating	
	11	Operating mode NC/NO/Univ.	
	12	Packing & Enclosure	
Electrical	16	Area Classification	
	17	Cable Entry	
	18	Type. Of Energisation Dropout	
	19	Power Supply	
	20	Power Consumption VA/W	
	21	Inrush Current	
	22	Insulation Class	
	23	Voltage – Energising – Dropout	
Options	25	Manual reset	
	26	Latching on Energ./De-Energ.	
	27	Bug screen for vent port	
	28	Intrinsically safe	
Service Conditions	31	Fluid	
	32	Press. Open / Max.	
	33	Temperature C-Open/ Max	
	34	Maximum Flow	
	35	S.G. at open Temp. Mol. Wt.	
	36	Viscosity mPa.s (cp)	
	37	Allowable Press Frop	
	38	Del. P Shut Off	
	39	Valve CV	
	42	Model No.	



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16.3 Datasheet for Car Dispenser

1	GENERAL	
2	SERVICE	DISPENSER FOR CNG STATIONS
3	MODEL NO.:	
4	FRAME MATERIAL	STAINLESS STEEL 304
4	NO. REQD.:	AS PER PR/SOR
5	DISPENSER CONFIGURATION:	DUAL HOSE
6	MASS FLOW METER :	
7	□ MANUFACTURER :	
8	□ PLACE OF MANUFACTURE :	
9	■ No OF LINES: : Three.	
10	■ POWER REQUIREMENTS: SINGLE PHASE AC 230 V ±10%, 50 HZ ± 3%.	□ POWER CONSUMPTION:
11	■ INLET GAS PRESSURE:255 kg/cm² (g)	■ FILL PRESSURE: 200 kg/cm² (g)
12	■ METERING: CORRIOLIS MASS FLOW WITH INTEGRAL DISPLAY	■ FLOWRATE: Max :15/ Kg/Min. Nom : 9kg/min, Min : 2.5 kg/min.
13	■ TEMPERATURE RANGE: (-) 10°C to 70°C	
14	■ TUBE PRESSURE RATING 5000psi	
15	■ FILL NOZZLE TYPE: NGV1 Type2 Class A in one arm with adopter (NGV to NZS) /NZS type in second arm	■ FILL VALVE TYPE: 3-way Valve
16	■ BREAKAWAY COUPLING: YES	■ COUPLING SIZE: 3/8"
17	■ VENT RETURN COUPLING: YES	■ COUPLING SIZE: 1/8"
18	■ FILL HOSE TYPE: TWIN	■ FILL HOSE SIZE: 3/8"
19	■ FILL HOSE LENGTH: MINIMUM 4.0M	■ MAX BURST PRESSURE: FOUR TIMES TO THE WORKING PRESSURE
20	■ SOLENOID / PNEUMATIC VALVE: YES	■ EMERGENCY SHUTDOWN BUTTON (ESD): REQUIRED
21	■ HOSE RETRACTOR: YES	
22	■ CAPTURED VENT: YES	
23	■ TEMPERATURE COMPENSATION: YES (Selectable)	
24	■ EARTH QUAKE ZONE III WIND VELOCITY (KM/HR) (MAX)	
25	■ INSTALLATION: ■ OUTDOOR	
26	■ MOUNTED ON A FOURECOURT,	
27	■ ELECTRICAL AREA HAZARD:	
28	■ CLASS/ZONE: CLASS I ZONE I DIVISION: I GAS GROUP: D, GROUP IIA, IIB	
29	■ APPLICABLE CODES AND STANDARDS	
30	■ DISPENSER APPROVALS: AS PER APPLICABLE STANDARD	■ TUBING: STAINLESS STEEL
31	■ VALVE PRESSURE TEST: IF USED	
32	UTILITIES DATA	
33	■ Electricity: AC230V± 10%, 1 pH, 50Hz± 3%	
34	■ Solenoid Valves: A.C/D.C	V Ph Hz
35	■ Electronic PCBs: A.C/D.C	V Ph Hz
36	■ Mass Flow meters A.C/D.C	V Ph Hz
	Electrical connection (Cable gland to be provided by the vendor for 2.5mm² x3 Cable) :	



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37	<input type="checkbox"/> Total Consumption			
38	Solenoid Valves:(Watts)			
39	Electronic PCBs (Watts)			
40	Mass Flow meters: (Watts)			
41	■ MATERIALS			
42	Component Materials			
43	Solenoid Valve	Brass		
44	Spring Loaded Regulator	Brass		
45	Pneumatic Valve	SS		
46	2-way Isolation Valve	SS		
47	3-way filling valve	SS		
48	Coalescing Filter	SS / BRASS		
49	Tube 3/8"	SS		
50	Bleed Valves	SS		
51	INSPECTION AND TESTS			
52	Material Composition and Physical Properties Certificates Required For:			
53	■ Solenoid Valve	■ Spring Loaded Regulator		
54	■ Tube	■ Hose		
55	<input type="checkbox"/> Coalescing Filter	<input type="checkbox"/> Bleed Valve		
56		Required	Observed	Witnessed
57	■ Shop inspection by Purchaser during manufacture	■	□	■
58	■ Functional/Tests	■	□	■
59	■Field performance test for 4 hrs and Field Trial Run 72 Hrs. Under Vendor's Supervision (Dispenser)	■	□	■
60	<input type="checkbox"/> WEIGHTS			
61	Overall supply (including, all components and packing crate) Kg. approx.			
62	Maximum erection weight Kg. Approx.			
63	SCOPE OF SUPPLY			
64	■ Dispenser Assembly complete.			
65	■ Vendor Data as specified			
<p>NOTE :</p> <p>a) Fill checklist for completeness of the Scope of Supply.</p> <p>b) The Specific Conductivity of Filling Hose must be specified.</p> <p>c) All necessary software with licence for dispenser electronics and mass flow meter shall be provided. Necessary converter with connecting cables for downloading the data into client's Laptop shall also be provided.</p> <p>d) Two nos of holster/cradle for filling nozzles along with weather caps for the protection of nozzles. Holster / cradle shall be suitable for NGV/NZS Nozzles.</p>				



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Contractor		QUALITY ASSURANCE	Client : Maharashtra Natural Gas Ltd.																																																																														
Order No. & Date		PLAN FOR DISPENSER	Project : CNG & City Gas Distribution																																																																														
<p>INSTRUCTIONS FOR FILLING UP: 1. QAP shall be submitted for each of the equipment separately with break up of assembly / sub-assembly and part / component or for group of equipment having same specification. 2. Use numerical codes as indicated for extent of inspection and tests and submission of test certificates and documents. Additional codes and description for extent of inspection and tests may be added as applicable for the plant and equipment. 3. Separate identification No. with quantity for equipment shall be indicated wherever equipment having same specifications belonging to different facilities are grouped together. 4. Weight in tonnes (T) must be indicated under Col. 5 for each item. Estimated weights may be indicated wherever actual weights are not available. Abbreviations used: CONTR – Contractor MFR - Manufacturer</p>	<p>Codes for extent of inspection, test, test certificate and documents:</p> <table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> </tr> </thead> <tbody> <tr><td>1.</td><td>Visual</td></tr> <tr><td>2.</td><td>Dimensional</td></tr> <tr><td>3.</td><td>Fitment & alignment</td></tr> <tr><td>4.</td><td>Physical test (Sample)</td></tr> <tr><td>5.</td><td>Chemical test</td></tr> <tr><td>6.</td><td>Ultrasonic test</td></tr> <tr><td>7.</td><td>Magnetic Particle Test (MPT)</td></tr> <tr><td>8.</td><td>Radiography test</td></tr> <tr><td>9.</td><td>Dye penetration test</td></tr> <tr><td>10.</td><td>Measurement of IR value (a) Before HV test (b) After HV test</td></tr> <tr><td>11.</td><td>High Voltage Test / Dielectric test</td></tr> <tr><td>12.</td><td>Routine test as per relevant IS / other standard</td></tr> <tr><td>13.</td><td>Type test as per relevant IS / other standard</td></tr> <tr><td>14.</td><td>Impulse test</td></tr> <tr><td>15.</td><td>Partial discharge test</td></tr> <tr><td>16.</td><td>Heat run risc test / tempr.</td></tr> <tr><td>17.</td><td>Enclosure protection test</td></tr> <tr><td>18.</td><td>Calibration</td></tr> <tr><td>19.</td><td>Noise & vbibration</td></tr> <tr><td>20.</td><td>Test certificates for bought out components</td></tr> <tr><td>21.</td><td>Tank pressure test</td></tr> <tr><td>22.</td><td>Paint shade verification</td></tr> <tr><td>23.</td><td>Short time rating</td></tr> <tr><td>24.</td><td>Operational & functional check</td></tr> <tr><td>25.</td><td>Over speed test</td></tr> <tr><td>26.</td><td>Flame proof test</td></tr> <tr><td>27.</td><td>Clearance and creepage distance</td></tr> <tr><td>28.</td><td>Acceptance test</td></tr> <tr><td>29.</td><td>Leak test</td></tr> <tr><td>30.</td><td>Batch Accuracy test</td></tr> <tr><td>31.</td><td>Running test</td></tr> <tr><td>32.</td><td>Flow capacity test</td></tr> <tr><td>33.</td><td>Pressure test</td></tr> <tr><td>34.</td><td>Calibration</td></tr> <tr><td>35.</td><td>Power failure</td></tr> <tr><td>36.</td><td>Failure of metering</td></tr> <tr><td>37.</td><td>Failure of totalizer</td></tr> <tr><td>38.</td><td>Check for single bank system</td></tr> <tr><td>39.</td><td>Check for manual shut off</td></tr> </tbody> </table>	Code	Description	1.	Visual	2.	Dimensional	3.	Fitment & alignment	4.	Physical test (Sample)	5.	Chemical test	6.	Ultrasonic test	7.	Magnetic Particle Test (MPT)	8.	Radiography test	9.	Dye penetration test	10.	Measurement of IR value (a) Before HV test (b) After HV test	11.	High Voltage Test / Dielectric test	12.	Routine test as per relevant IS / other standard	13.	Type test as per relevant IS / other standard	14.	Impulse test	15.	Partial discharge test	16.	Heat run risc test / tempr.	17.	Enclosure protection test	18.	Calibration	19.	Noise & vbibration	20.	Test certificates for bought out components	21.	Tank pressure test	22.	Paint shade verification	23.	Short time rating	24.	Operational & functional check	25.	Over speed test	26.	Flame proof test	27.	Clearance and creepage distance	28.	Acceptance test	29.	Leak test	30.	Batch Accuracy test	31.	Running test	32.	Flow capacity test	33.	Pressure test	34.	Calibration	35.	Power failure	36.	Failure of metering	37.	Failure of totalizer	38.	Check for single bank system	39.	Check for manual shut off
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40. Dispenser should automatically stop in case of failure

Documents:

- D1. Approved GA Drawings
- D2. Approved Single Line / Schematic diagram
- D3. Approved Data Sheet
- D4. Approved Bill of Material
- D5. Unpriced PO copy
- D6. Calibration certificate of all measuring instruments and gauges
- D7. W&M Certificate from country of origin
- D8. CCoE approval certificate
- D9. Test certificate.

Equipment details							Inspection & Tests						Test certificates & documents to be submitted to MNGL	Acceptance criteria standards / IS / BS/ASME/ Norms & Documents	Remarks / Sampling Plan
Sl. No	Description	Identification No.	Quantity		Manufacturer's Name & Address	Expected schedule of Final inspection	Raw Material & in process stage inspection			Final inspection / test by					
			No	T			MF	CO	M	MF	CO	M			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
01	Dispenser frame	Refer MR specification & Technical Specification	-	-		-	1,2,3,4,5	-	-	1,2,3	-	1,2,3	D1,D2, D3	MR specification & Technical specification	Review of documents
02	Mass Flow Meter		-	-		-	1,2,3,4,5,34	-	-	1,2,3,4,34	-	1,2,3,4,3,4,3,6,2,0,2,4	D1,D2,D3, D4,D5,D7, D8,D9	AGA11, D6 & MR specification & Technical specification	
03	Actuator Valves		-	-		-	1,2,3,4,	-	-	1,2,3,29	-	1,2,3,	D3,D8,D9	D6 & MR	



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					5,29 ,31			,31		29, 31, 20, 24		specifi cation & Techni cal specifi cation	
04	Filling hose	-	-	-	1,2, 3,4, 5,33	-	-	1,2, 3,33	-	1,2 ,3, 33, 20, 24	D1,D 2,D3, D4,D 6,D9	MR specifi cation & Techni cal specifi cation	
05	Totalizer	-	-	-	1,2, 3,40	-	-	1,2, 3,40	-	1,2 ,3, 37, 40		D6 & MR specifi cation & Techni cal specifi cation	
06	Software	-	-	-	38	-	-	38	-	38	D3	MR specifi cation & Techni cal specifi cation	10 0% Wi tne ss
07	Pressure Gauge	-	-	-	1,2, 3,4, 5,34	-	-	1,2, 3,34	-	1,2 ,3, 34, 33, 20, 24	D1,D 2,D3, D4,D 6,D9	D6 & MR specifi cation & Techni cal specifi cation	Re vie w of doc um ent s
08	Pressure Transmit ter	-	-	-	1,2, 3,4, 5,34	-	-	1,2, 3,34	-	1,2 ,3, 34, 20, 24		D6 & MR specifi cation & Techni cal specifi cation	
09	Shut off valves	-	-	-	1,2, 3,4, 5,39	-	-	1,2, 3,39	-	1,2 ,3, 39, 20, 24			



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10	Performance Test	-	-	-	30,32	-	-	30,32	-	30,32	D4,D6,D7	D6, D7 & MR specification & Technical specification	100% Witness
11	Dispenser response	-	-	-	19,20,22,35,36,37	-	-	19,20,22,35,36,37	-	19,20,22,35,36,37	D1,D3,D6,D8	D6 & MR specification & Technical specification	Review of documents
12	Inlet filter	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24	D1,D2,D4,D9	Technical specification	
13	Ball valve	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24			
14	Solenoid valve	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24			
15	Electrical box	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20	MR specification & Technical specification		
16	Three way valve	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24	D6 & MR specification & Technical specification		
17	Needle valve	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24	Technical specification		
18	Electronic board / card	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24	MR specification &		



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19	Display card	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,24	D1,D2,D4	Technical specification
20	Non return valve	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20	D1,D2,D4,D9	D6 & MR specification
21	SS Tubes and Fitting	-	-	-	1,2,3,4	-	-	1,2,3	-	1,2,3,20,33,39		& Technical specification



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ELECTRICAL

&

INSTRUMENTATION SECTION

ANNUAL MAINTENANCE CONTRACT

FOR

CNG DISPENSERS

DOC NO.: MNGL/CNG/Dispenser/AMC/01



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MAINTENANCE CONTRACT & PENALTY
- 6.0 CONTRACTOR'S RESPONSIBILITY
- 7.0 EMPLOYMENT LIABILITY OF CONTRACTOR
- 8.0 GENERAL INSTRUCTION:
- 9.0 MAINTENANCE OF DISPENSER PACKAGES



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1.0 INTRODUCTION:

The date of successful commissioning and performance test at site will be considered date of start of the annual maintenance contract. The supplier must follow the ANNUAL MAINTENANCE REQUIREMENT as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner

The date of successful performance test (PT) at site (which shall be conducted within 2 months from the date of successful commissioning of the dispenser) will be considered as date of start of the annual maintenance contract. However, bidder shall be paid only 50% of O&M charge for maintenance of the dispenser from the date of commercial operation up to the date of performance test as part payment against Maintenance till the capacity and other guaranteed parameters of the package is established through PT. The balance 50% of maintenance charge (from the date of commercial operation up to the date of PG test) shall be released to the bidder subsequent to successful PT (i.e., after establishing all the guaranteed parameters as per tender) In case the PT is not successful, the balance 50% shall be forfeited.

The lumpsum AMC charges excluding taxes for 5 years shall not be less than 25% of the FOT site price (i.e. Supply, Training, Erection, Testing & Commissioning) excluding taxes. The AMC charges so arrived will be paid over a period of 60 months on pro-rata basis.

2.0 GENERAL GUIDELINE & INFORMATION:

The content of this clause will provide guidelines for the contractor for performing AMC during contract period.

2.1 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 type of medical assistance to the contractor personnel during the period of contract.

2.2 Discipline:

The contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted out and should any complaint be 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.

2.3 Gate pass/identity card

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

2.4 Right to get services carried out through other agencies

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



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2.5 Sub-letting of contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organisation without prior permission of Client.

2.6 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 Client 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 Client for its operation. It shall be the duty/responsibility of the contractor to ensure the compliance of fire, safety, security and other maintenance 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 his 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 laws in force. Client 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.

2.7 The officer in charge shall have power to

i) 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.

ii) During the currency of this contract, Client can increase or decrease the number of the services / technicians to meet contractual requirements.

iii) 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.



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3.0 REPATRIATION AND TERMINATION

CLIENT shall reserve the right at any time during the currency 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.

4.0 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 workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify the company 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).

5.0 COMPENSATION FOR NON-FULFILLMENT OF OBLIGATION UNDER ANNUAL MAINTENANCE CONTRACT & PENALTY

5.1 During the one-year warranty period and 4-year post warranty period the Contractor must ensure that the dispenser is performing required services as define in the contract documents well round the 24 hours a day & 365 days. During AMC services if dispensers break down any time then Client have right to impose penalty as defined in Contract.

5.2 Penalty:

During the AMC for the period of 5 years, the Contractor must ensure that the dispenser is performing required services as define in the contract documents well round the 24 hours a day & 365 days. During C-AMC services if dispensers break down any time then Client have right to impose penalty as defined in Contract.

1. If the operator is not available for any of the working shift, the service provider/OEM will be penalized Rs.500 per instance. However, levying of penalty does not relieve service provider/OEM from ensuring that the absence of manpower does not affect the operation of the machine.
2. Rs. 1000/- per instance for postponement of preventive maintenance for lack of recommended spares
3. Bidder shall use only genuine spares in the dispenser's package. If any deviation observed (use of spurious/ Non OEM parts) then Rs.2000/- will be deducted from the monthly invoice and also may terminate the contract based on MNGL management decision.
4. Rs. 500/- against re-occurrence of repeat complaint due to poor workmanship or partial work.



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5. Rs.2000/- per hour per arm will be levied against failing to resolve the complaint after written intimation to attend breakdown of dispenser. In any case the dispenser has to be rectified within 4 hrs. from the arm gets B/D (Not in operational). Contractor shall be allowed 4 hours' downtime of each dispenser per month to carry out the periodic /scheduled / breakdown maintenance/ routine checking of dispenser package. This can be adjusted considering the penalty clause as define above only once in a month. In case Contractor has utilized less down time of the dispenser package than that allowed, the Contractor could carry forward only max unutilized 2 hours' downtime to immediately next month.
6. Rs. 25,000/- and necessary legal actions against any manipulation / malpractice.
7. Bidder shall not deploy the employee of age less than 18 years in any of the activities. It found so, it will be viewed seriously and heavy penalty (Rs. 20000/- per instance) and the termination / blacklist will be done from our approved vendor.
8. If the operator is not in uniform or not using PPE, then Rs.500 per instance will be levied as penalty.
9. Rs.1000/- per instance if the service provider fails to submit Monthly Report by mutually agreed date of Subsequent month.
10. Rs.1000/- per instance if the service provider fails to submit RCA Report for Major Failure within 1 Month
11. The max penalty per month shall not be more than 50% of per month charge against O&M quoted by the supplier.

A logbook for time record shall be maintained in the Central control room wherein the records shall be made for the time Dispenser develops trouble and the time at which the Contractor rectifies the same and Dispenser put back to service. In case of any complaint regarding non-fulfilment of any obligation under the contract, Client reserves the right to withhold payment to the Contractor and out of such amount and the security deposit which may held, Client can make such payment as it may consider necessary for smooth and unhindered working of the contract.

- 5.3 The penalty clause and maintenance charges will come into force immediately after successful performance test as defined in the tender.
- 5.4 In case of any complaint regarding non-fulfilment of any obligation under the contract, Client reserves the right to withhold payment to the Contractor and out of such amount and the security deposit which may held, Client can make such payment as it may consider necessary for smooth and unhindered working of the contract.



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6.0 CONTRACTOR'S RESPONSIBILITY FOR COMPREHENSIVE AMC

Contractor shall depute a technically competent person for the maintenance services and to receive instructions from Engineer-in-charge or his representative.

MAINTENANCE ACTIVITY

A. Preventive/Routine Maintenance:

1. The Bidder shall confirm to MNGL about their availability to carry out the maintenance as per the schedule finalized along with Engineer In-Charge.
2. The spares required for carrying out preventive maintenance shall be supplied by Bidder.
3. Bidder personnel shall inform the exact time needed for carrying out the maintenance to MNGL representative. Bidder shall himself get familiarized of the work to be executed and obtain all necessary permit / approval / clearance / authorization to carry work from the MNGL before starting work at site.
4. Without limiting the generality thereon, Bidder shall do all necessary work at each of the job which is complete in all respects.
5. Bidder shall ensure that all required consumables such as cotton waste, cleaning solvent, insulation tapes, thinner, soap solution, Teflon tape, soldering gun, torque wrench, power extension board, etc. including required tools & tackles are available on site. Tools shall include Multi-meter, Laptop with required software etc.
6. Bidder shall note down the dispenser performance before and after carrying out the maintenance in service report. After completion of work, BIDDER shall produce the compliance report to MNGL within 24 Hrs. duly signed by station in charge (Dealer / Supervisor). The downtime stipulated in the contract for each type of preventive maintenance shall be adhered to.
7. Bidder shall be liable for the consequential cost, in addition to repair cost, arising out of poor workmanship e.g. failure of spare part due to improper fitment. In such case, Bidder has to replace the same spare to MNGL.
8. Bidder shall produce the compliance report of all maintenance activities to MNGL
9. Bidder shall provide proper communication facilities to all Bidder personnel such as engineers, technicians, etc. to ensure timely attendance of the complaints.
10. Bidder shall carry Proving and Zero Calibration of Mass Flow Meter as per frequency suggested by MNGL and/or as and when it is required for which MNGL will provide Prover equipment's / facility. Only manpower for the same shall be provided by Bidder within the scope of work.



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11. Bidder shall carry out PG/PT Calibration installed in Dispenser as per the frequency suggested by MNGL, a detailed calibration/testing report also need to be prepared and submitted to MNGL.
 12. All preventive / routine maintenance shall be performed in consultation with MNGL Engineer In-Charge for avoiding any disturbance to forecourt activity.
 13. All above maintenance shall be carried out within maximum 4 Hours.
 14. Bidder shall carry out Dispenser Maintenance as per ANNEXURE II list, but not limited up these only.
 15. The Bidder shall use only OEM's certified genuine spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts, 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 & if Downtime of Station increases applicable Penalty Terms will be imposed
- B. Breakdown Maintenance
1. On receiving information from the MNGL representative / Dealer, Bidder shall attend and rectify / repair the dispenser within 12 Hours. Such services shall be extended by them on 24 x 7 basis subject to the force majeure.
 2. Before proceeding to the station, the Bidder personnel shall collect all necessary spares required for the repair depending on the nature of the complaints received.
 3. Upon reaching the retail outlet, the Bidder personnel shall contact the MNGL representative to advise his attendance on site, and confirm the breakdown report.
 4. The Bidder shall coordinate with the MNGL representative for instructions on undertaking the repair work.

After attending & solving the complaint, the Bidder shall inform & submit a root cause analysis report to MNGL.

7.0 EMPLOYMENT LIABILITY OF CONTRACTOR

The contractor shall indemnify purchase & 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 CLIENT 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.



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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 period 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.

8.0 GENERAL INSTRUCTION:

The maintenance services shall be provided as per Client's requirement and to be finalized immediate after installation in consultation with Client / Consultant.

i) The contractor shall deploy adequate number of technicians / supervisors / Engineers / helpers as well as tools & equipment for smooth and proper maintenance of the dispensers supplied in terms of the contract. In case required to meet operational requirements, the contractor shall augment the same as per direction of Engineer –in-Charge.

ii) The contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all Holiday & as per Client's requirement.

iii) The contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act/Law/and Rule made there under. However, no work shall be left incomplete/unattended on any holiday/weekly rest. Technician/operators provided shall have minimum qualification of ITI.

Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-charge and deployed workman

iv) The work force deployed by the contractor for Maintenance services at CNG installation shall be of sound relevant technical professional expertise, which is otherwise also essential from the safety point of view of the personnel of the contractor as well as for the installation.

v) Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.

vi) Regarding work completion, the decision of the Engineer-in-Charge will be final and binding



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vii) The contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.

viii) All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, Safety Shoe, badges while working on premises of the company including work sites.

ix) Contractor shall maintain proper record of his working employee's attendance and payment made to them. The contractor's representative/supervisor shall report daily to the Shift-in-Charge for day to day working.

x) All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by Client and will be strictly adhered to by the contractor.

xi) The rates quoted by the Contractor must be inclusive of all the taxes, duties, services tax, work contract tax and any other levies, contractor's share of P.F. and insurance charges, contractor's profit and any other expenditure etc.

xii) It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.

xiii) The services shall be provided as per the Clients requirements. The contractor is responsible to provide effective and efficient services and assure that there is no disruption in the services for want of any resources.

xiv) For any complain regarding non-performance of dispenser can be communicated to Contractor for further necessary action at the earliest. For this purpose, the Contractor has to inform the concern person with contact details such as Mobile no., fax no. etc. / address (available 24 hr) to whom Client can inform any problem regarding dispenser for corrective action immediately. Further, the contractor shall deploy adequate number of technicians/supervisors / engineers at various site offices if required in consultation with Engineer-in-Charge to provide trouble free maintenance of the dispensers.

xv) For any complaint regarding non-performance of dispenser will be communicated to bidder for further necessary action at the earliest. For this purpose, the bidder has to provide inform the concern person with contact details such as Mobile no., fax no. etc. / address (available 24 hr) to whom client can inform any problem regarding dispenser for corrective action immediately.

xvi) All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz. pagers / walky-talky.

xvii) The successful Contractor shall indemnify the company from any claim of the contract labour.



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xviii) The Contractors / contractor who fail to furnish any proof in respect of separate PF Code/No of the concerned RPF Commissioner / Authority their bids shall be liable for rejection.

xix) All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines/direction of engineer-in-charge of authorised representative.

xx) The contractor must provide additional software upgradation/changes if required within the warranty/AMC period as requested by the client/EIC without any additional charges to MNGL. This includes crashing of software due to malfunctions/spikes in electrical supply etc., providing remote access/ remote linking of dispensers with MNGL web-application/SCADA etc. Further, bidder has to support for any CNG station automation requirement as per the MNGL requirement without any cost implication.

9.0 Scope of services:

The Contractor shall have to keep all the spares, consumables, lubricants, etc required for carrying out periodic, breakdown, emergency maintenance etc of the package so as to minimize the down time of the dispenser. Non-availability of dispenser for non-availability of spares shall be liable for compensation.

9.1 All tools tackle and fixtures required for carrying out the above maintenance of the dispenser shall be in scope of the Contractor. The scope will also include handling equipment required during the any maintenance activity.

9.2 Any expert services required from principal company or OEM has to be arranged by the supplier or his agent at his own cost. All arrangements like phone, fax, computer, Internet etc required for correspondences with above personnel has to be arranged by the Contractor.

9.3 The periodic maintenance required to be done, as per OEM recommendation shall be taken up promptly. The Contractor 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 dispenser.
- c) Type and number of man-days required for each type of maintenance schedule per dispenser.

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

9.4 The Contractor shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends check and replace parts like valve spring, valve seat etc after certain time interval, same shall be replaced or used further only on approval from Client representative. However, any unto ward consequences for non-replacement of such parts shall be the responsibility of the Contractor.



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- 9.5 All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor. Instruments required for above inspection like vernier calliper, micrometer screw gauge, fill gauges, bore gauge etc shall be in scope of the Contractor and these instruments shall be calibrated every year.
- 9.6 All parts replaced by the Contractor during the above contract period shall be properly packed and handed over to Client on replacement.
- 9.7 The supplier 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 shall be in scope of the Contractor.
- 9.8 All the maintenance / inspection job carried out by the Contractor shall be recorded and the report of the same shall be jointly signed by Client representative.
- 9.9 The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the Contractor and Client, during the execution of the contract.
- 9.10 The Contractor shall carryout yearly calibration of all instruments such as pressure gauges, transmitters, mass flow meters etc. In addition to the above all safety relief valves shall also be tested and calibrated every year.

Calibration shall be done during AMC at site with the help of Master Meter / Calibrator instruments for Mass Flow Meter / Instruments in presence of client / consultant representative. The Master Calibration Instruments shall be arranged by the Bidder. Bidder to note that first time payment related to W&M shall be borne by MNGL.

The Mass Flow Meter / Calibrator shall be certified / calibrated from the government approved laboratory and will be provided by the contractor.

The periodic maintenance required to be done, as per OEM recommendation shall be taken up promptly. The Contractor shall plan such maintenance during non-peak hours and in consultation with the Engineer in Charge (EIC) of Client. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

10. Bidder's Scope of Supply:

10.1 Machines, Equipment, Tools-Tackles:

- All the Equipment, Tools, Tackles. Special Tools used for the job execution shall always be fit for purpose & If Certification is applicable than equipment should be with its certification validity through appropriate authority.
- Bidder shall arrange the special tools/general tools to be used while specified installation readiness, commissioning and decommissioning on site in good and healthy conditions as per the requirement.



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- Bidder shall ensure at their own cost, the availability of all consumables and associated accessories other than those mentioned in above, required for the execution of the job.

10.1 Manpower Details:

- Bidder shall depute manpower for said job & shall arrange lodging, boarding, transportation & accommodation to his manpower during the execution of job at Bidders own cost.
- All persons engaged by the Bidder shall be the Bidder's own employee and they will claim no privileges from MNGL. The Bidder shall directly responsible for the administration of his employee as regard general discipline and courteous behaviours.
- Bidder shall ensure that assigned work shall not be disturbed, due to deputed manpower.
- All Personnel engaged in the performance of the services shall be qualified to perform the duties and experienced in the duties to which they are assigned and shall meet the requirements for operating the facility as per the O&M manuals.
- Bidder shall demonstrate that the personnel provided are properly trained, competent to perform the work assigned and are aware of site environment, health and safety procedure.
- Selection of O&M Personnel will be reviewed / approved by OWNER. Any replacement in between the period of Contract will also be reviewed / approved by OWNER. OWNER reserves rights of Approval / Rejections of any deviation in Qualification / Experience based on personal discussion / interviews
- Bidder shall not change manpower frequently & in absence, proper trained, certified & experienced person to be replaced.
- Bidder shall depute site personnel as per requirement of PO for carrying out the Maintenance.
- In order to provide uninterrupted services, the Bidder shall make resources available to maintain and repair the facility on a 24 hours per day, 7 days per week and 365/366 days per year (24X7 for 365/366 days) basis including all Sundays & Holidays, for all CNG Dispensers at the facility at the direction of OWNER and utilizing good practices so that the facility runs most economically and efficiently without adversely affecting the life of the facility and carry out trouble free Performance:
- Bidder shall depute required Trained & Dedicated Technician to achieve the availability as mentioned under Penalty Terms.
- If the dispensers are installed at different GA's, then Bidder shall ensure the availability of sufficient resources to ensure the availability of dispenser's agreed in the SLA.

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**SECTION-VI
PRICE SCHEDULE/
SCHEDULE OF RATES (SOR)**

Schedule of Rates (SOR) / Item wise BOQ is enclosed separately on e-tendering portal. Following to be submitted along with Technical Bid duly filled in quoted / not quoted:

BoQ.	Work Description	Quoted / Not Quoted
1	Procurement of 42 Nos. of CNG Car Dispensers for CNG & CGD Network of Pune, Nashik, Sindhurdurg & Ramanagara GA	

Note:

1. Bidder must quote for all items including sub items of price schedule (SOR). The lump-sum AMC charges excluding taxes for each year shall not be less than 5% of the FOT site price (i.e. Supply, Training, Erection, Testing & Commissioning) excluding taxes.
2. The Price Evaluation shall be done on overall basis & the work shall be awarded at least cost to the Purchaser as mentioned in the BEC.
3. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
 - a. Goods & Service Tax @-----
Please indicate the breakup of above GST as under:
 - i) CGST @ _____
 - ii) SGST @ _____
 - iii) IGST @ _____
 - iv) UGST @ _____
4. Bidder to provide On-site Training of each Purchaser's Personnel for Max. of 3(three) days for Car dispenser as per requirement of MNGL for all GA (S).

Seal & Signature of Bidder