



MAHARASHTRA NATURAL GAS LIMITED (MNGL)

**CNG & CITY GAS DISTRIBUTION PROJECT
FOR SINDHUDURG GA**

**BID DOCUMENT
FOR**

**TENDER DOCUMENT FOR Rate contract for a period of two
years for Installing Transformer Rectifier (TR) Unit, Monitoring &
Maintenance of cathodic protection system & DCVG/CIPL
surveys and associated works to maintain the integrity of steel
pipeline network of Sindhudurg GA**

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

Bid Document No.: MNGL/CP/2026-27/80 Dated:29.07.2026

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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PART - A

1.0 INVITATION FOR BIDS (IFB)

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INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2026-27/80

Date: 29.07.2026

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/2026-27/80 dated 29.07.2026
ITEM(S)	Tender for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA
TYPE OF BID	Open Domestic Competitive Bidding
EARNEST MONEY/ BIDSECURITY	Rs.96,000/- in the form of Demand Draft/BG/eBg/Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
BID SECURITY VALIDITY	Not applicable
TENDER FEE (Non-refundable)	Not applicable
BID VALIDITY	4(four) months from the bid due date
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	12.08.2026 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	13.08.2026 at 16:00 Hrs. IST
Pre-bid meeting	Not applicable
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	Manager, C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000 / 1190/1156 Email: gsaid@mngl.in , kavita.sadaphule@mngl.in

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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 has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website www.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 letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

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

4.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid

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meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

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- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 5.8 **ZERO DEVIATION TENDER**
Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 3% of Annualized Contract/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

Kavita Sadaphule
Manager (C&P)

Encl. 1. Vol.-I of II & Vol.-II of II of the 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.

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ANNEXURE-I to IFB

Bidder's Eligibility Criteria for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA.

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, Nanded & Sindhudurg GA in Maharashtra, Ramanagara in Karnataka & Nizamabad in Telangana.

1.0 GENERAL INFORMATION

This Tender Deals With The **Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA.**

2.0 BIDDER'S ELIGIBILITY CRITERIA:

A. TECHNICAL CRITERIA:

- A.1 Bidder must have executed Cathodic Protection work in a single order of Rs.12 Lakhs for Monitoring & Maintenance of Cathodic Protection System or Cathodic Protection Project work (TCP/PCP system installation) & CIPL ON-OFF SURVEY / or DCVG SURVEY and / or CAT SURVEY or Corrosion Monitoring of hydrocarbon steel pipeline in India in preceding 05 years from the final bid due date.

OR

Bidder must have maintained a minimum (1 No.) quantity of Impressed Current Cathodic Protection System or Installed minimum quantity of Impressed Current Cathodic Protection System in a single work order in India in preceding 05 years from the final bid due date.

In support of this bidder must submit a copy of the Work Order / Letter of Award / Letter of Acceptance and its completion / execution certificate issued by the Client or any other relevant documents supporting his claim.

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

2.3 Evaluation and Award of Contract:

Evaluation shall be done on an overall least-cost basis to the Purchaser & order shall be placed on L-1 bidder accordingly.

Note: In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2023-24, 2024-25 and 2025-26.

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Annexure- I to IFB

FORMAT-A

ANNUAL TURNOVER

Applicant's Legal Name :

Date:

Tender No.:

Page of

Each bidder must fill in this form (Single Entity)

Annual Turnover data for the last 3 audited financial years.

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1:				
Year 2:				
Year 3:				

1. The information supplied should be the – Annual Turnover of the applicant.
2. A brief note should be appended describing details as per audited results.
3. Indicate Financial year if it is different from April to March.

Signature of Bidder

(*) To filled by Owner

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**Annexure- I to IFB
FORMAT-B**

FINANCIAL SITUATION

Applicant's Legal Name :

Date:
Tender No.:

Page of

Each bidder must fill in this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

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

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the bidder, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Signature of Bidder

(*) Applicable for foreign bidders to be filled by Owner.

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FORMAT-C

**FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letterhead)**

Date:

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

Dear Sir,

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

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

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

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

Yours truly.

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp:

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2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

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ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Ph.No. : 91-20-25611000
E-mail : gasaid@mngl.in ; manan.gupta@mngl.in

Kind Attn: Kavita Sadaphule, Manager (C&P)

Sub: Tender Document For Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA

Dear Sir,

We hereby acknowledge receipt of complete set of Bid Document along with enclosures for the subject works. We understand that documents received remain property of M/s Maharashtra Natural Gas Limited and further undertake that the contents of the above bid documents shall be kept confidential and shall not be transferred. We indicate below our intentions with respect to the Invitation for Bid.

a) We intend to bid as requested and furnish following details with respect to our quoting office: -

- I) POSTAL ADDRESS : _____

- II) TELEPHONE NO. : _____
- III) TELEFAX NO. : _____
- IV) E-MAIL : _____
- V) CONTACT PERSON : _____

b) Contact Person at Pune, if any: -

- I) POSTAL ADDRESS : _____

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- II) TELEPHONE NO. : _____
- III) TELEFAX NO. : _____
- IV) E-MAIL : _____
- V) CONTACT PERSON : _____

- c) We are hereby returning the bid document as we are unable to bid for the reasons given below.

Reasons for non-submission of Bid:

COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

Note: Bidder is requested to furnish the details mentioned at (a), (b) & (c) above as applicable, immediately after receipt of Bid Document.

(SIGNATURE OF BIDDER)

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3.0 SUBMISSION OF BID

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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SUBMISSION OF BID

From:

M/s

To:

M/s Maharashtra Natural Gas Limited

Pride Purple Coronet, 2nd Floor,

Baner Road, Baner,

Pune – 411045

Ph.No. : 91-20-25611000

E-mail : gasaid@mngl.in ; manan.gupat@mngl.in

1. I/We hereby TENDER FOR **Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA** as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion of WORK in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs. I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

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MEMORANDUM

(a) General Description of Work : **Tender Document For Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA**

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

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

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

(c) Contract Performance Bank Guarantee (CPBG) 10% of the Annualized CONTRACT amount which will be paid in the manner set out in the General Conditions of Contract.

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

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

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

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Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

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

Dated the _____ day of _____ 2026

Witness:

Name in Block Letters:

Address:

Yours faithfully,
Signature of Tenderer(s) with the
seal of the Firm.

Name and Designation of authorized person signing the
Tender on behalf of the Tenderer(s).

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PART – B

1.0 INSTRUCTION TO BIDDERS (ITB)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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 - 31. Conversion to Single Currency for Comparison of Bids
 - 32. Evaluation and Comparison of Bids
 - 33. Preference for Domestic bidders
 - 34. Purchase Preference
 - 35. Compensation of Extended Stay – **Not Applicable**

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- F. Award of Contract
- 36. Award
 - 37. Employer's Right to accept any bid and to reject any or all Bids
 - 38. Notification of Award
 - 39. Signing of Agreement
 - 40. Contract Performance Security
 - 41. Corrupt or Fraudulent Practices

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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

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

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

PREPARATION OF BIDS:

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

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

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

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and white option which helps in reducing size of the scanned document.

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

SUBMISSION OF BIDS:

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

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the price schedule shall render it unfit for bidding.

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

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

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

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

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

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tender or the relevant contract person indicated in the tender.

- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

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A: GENERAL

1. Scope of Bid :
 - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special Condition of Contract.
 - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
 - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidder
 - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
 - 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
 - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 The bid should be from actual manufacturers.
 - 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
 - 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.
 - 2.7 The Bidder is not put on Black / holiday list by MNG/MoP&NG/Oil Public Sector Enterprise(s).
3. **Bid Evaluation Criteria:-**
 - 3.1 **Technical Experience Criteria - As per Annexure – I of IFB.**
 - 3.2 **Financial - As per Annexure – I of IFB**

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4. VOID

5. One Bid per Bidder

5.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

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

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

5.3 Alternative Bids shall not be considered.

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

6. Cost of Bidding

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

7.0 SITE VISIT

7.1 The bidder may visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.

7.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The Bidding Documents/ Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

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

9. Clarification of Bidding Documents

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

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

10. Amendment of Bidding Documents

- 10.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 8.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.

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

10.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

11. Clarification of Bidding Documents

11.1 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 email at the address indicated in the tender/RFQ. The Owner 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 prior to the pre-bid meeting date. Written copies of the Owner's response (including an explanation of the query but not necessarily identifying the source of inquiry) will be hosted on CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> and official MNGL website www.mngl.in along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

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

12. Amendment of Bidding Documents

12.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.

12.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause-8.0 and shall be hosted on the MNGL's official website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting till date shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

12.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.

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

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- 12.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

C. PREPARATION OF BIDS

13. Language of Bid

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

14. Documents Comprising the Bid

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

14.1.1 Technical cover:

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

- i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
- ii) Bidder's general/ details information as per format F-1.
- iii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure.
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause by clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
- x) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xi) Confirmation of no deviation as per Format F-6.
- xii) Present commitments strictly as per form F-9.

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- xiii) **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**
 - xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
 - xv) Any other information/details required as per bid document.
- 14.1.2 Financial cover:**
Price bid SOR as per prescribed format on the e-tender portal.
- 14.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 14.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.
- 14.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 14.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 14.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 14.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.
- 15. Bid Prices**
- 15.1 The Prices should be quoted in INR only.
- 15.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 15.3 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.

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- 15.4 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.
- 15.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 15.6 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 15.7 Alternative bids shall not be considered.
- 15.8 Conditional discount, if offered, shall not be considered for evaluation.
- 15.9 The bidder shall have to raise the Cenvatable invoice.
16. **Bid Validity**
- 16.1 Bids shall be kept valid for 4 (four) month from the final bid due date.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security, A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.
17. **Bid Security**
- 17.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 17.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 17.3 VOID
- 17.4 Any bid not secured in accordance with Clause-16.1 may be rejected by MNGL as nonresponsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.

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- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Service Order (SO) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections,
- 17.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 17.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
- 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 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 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 original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPD surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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19.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the bid.

20. Zero Deviation

20.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/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) The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

20. Mode of Payment

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

21. Agent/ consultant/ Representative/ Retainer/ Associate - VOID

D. SUBMISSION OF BIDS

22.0 DEADLINE FOR SUBMISSION OF BID

22.1 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.

22.2 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.

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23.0 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.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 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.

24.2 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.

E. BID OPENING AND EVALUATION

25. Bid Opening

25.1 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.

25.2 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.

25.3 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.

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

26. Process to be Confidential

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

27. Contacting the Employer

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27.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

27.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

28. Examination of bids and Determination of Responsiveness

28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

- a) meets the Bid Evaluation Criteria;
- b) has been properly signed;
- c) is accompanied by the required securities;
- d) is substantially responsive to the requirements of the bidding documents; and
- e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one

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

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

29.0 OPENING OF PRICE BID

29.1 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.

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

30. Correction of Errors

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

- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and

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- b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
31. **VOID**
32. **Evaluation and Comparison of Bids**
- 32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria as per Annexure – I to ITB (to be separately enclosed along with bidding document against individual tenders).
33. **Preference for Domestic Bidders - VOID**
34. **Purchase Preference - VOID**
35. **Compensation for extended stay - Not Applicable**
- F. AWARD OF CONTRACT**
36. **Award**
- 36.1 Subject to Clause 28, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.
37. **Employer's Right to Accept Any Bid and to Reject Any or all Bids**
- 37.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MNGL'S ACTION.
38. **Notification of Award**
- 38.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award/ Service Order will constitute the formation of the Contract.
- 38.2 Delivery/ completion period shall be counted from the date of notification of award / Service Order.

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

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

39. Signing of Agreement

- 39.1 MNGL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to MNGL.
- 39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

- 40.1 Within 15 days of the receipt of the notification of award/ Service Order from MNGL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 40.2 The contract performance security shall be for an amount equal to 10% of the annualized value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD/ 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 shall be valid for a period as stated in Article-24 of General Conditions of The Contract.
- 40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event MNGL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

- 41.1 MNGL requires that bidders/ contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:
 - a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

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

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

42. 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

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- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. "Beneficial owner" for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 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

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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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Attachment- 1

UNDERTAKING ON LETTERHEAD

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

Sub:

Tender No:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered []

With the Competent Authority.

(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder to tick appropriate option above)

We hereby certify that bidder M/s _____ (***Name of bidder***) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:

{Signature of Authorised Signatory of Bidder}

Date:

Name:

Designation:

Seal:

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2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

Sl. No.	Description
1)	Annexure-I : Bid Evaluation Criteria
2)	Annexure-II : List of Formats

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNG/CP/2026-27/80
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BID EVALUATION CRITERIA **{Annexure – I TO Instruction to Bidder (ITB)}**

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EVALUATION / COMPARISON OF BIDS

- 1.0 The Employer will examine the bids to determine whether the bids are complete as per Check List, Stamped and signed on each page and are in order.

2.0 **EARNEST MONEY DEPOSIT**

The bids without requisite EMD and / or EMD not in the prescribed proforma will not be considered and bids of such bidders shall be rejected.

Note:

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

3.0 **DEVIATION TO STIPULATIONS**

“It may be noted that since this is zero deviation tender the bidder is advised to quote strictly as per terms & conditions of tender document & not to stipulate any deviation/ exception. Offers requesting deviation shall not be amended for further evaluation & shall be summarily rejected”.

4.0 **CONFORMANCE TO SCOPE OF WORK**

Bidder will be required to confirm to the Scope of Work as mentioned in SCC, Scope of work, Schedule of Rates and Job Specification/ Technical Specifications.

5.0 **CONFORMANCE TO SCOPE OF SUPPLY**

Bidder will be required to confirm to the Scope of Supply as mentioned in SCC, Schedule of Rates, scope of work and Jobs Specification/ Technical Specifications.

6.0 **DETERMINATION OF RESPONSIVENESS**

The bid submitted by the bidder should be responsive to the requirements of the Bidding Document. A responsive bid is one which conforms to the terms, conditions and specifications of the Bidding Document and Bid Evaluation Criteria without **Deviation**.

- 7.0 Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation/ exception as it is “No Deviation” tender. Offers with any Exception/ deviation shall be liable for rejection.

- 8.0 Bidder will be required to establish up to the satisfaction of Owner that the resources proposed to be deployed as per SCC by the bidder are in conformity with the WORK REQUIREMENT.

The following requirement must be noted while submitting the resource deployment details.

i) Construction Equipments

Mechanized type of construction equipments should be considered. All requisite equipments such as cranes, diesel generators, compressors, welding machines, pumps, tractor-trailor, etc. shall be considered. Deployment of minimum equipments must be furnished as per tender.

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ii) Deployment of Supervisory/ Skilled Personnel

Bidder must furnish a site organization with qualified and experienced personnel in adequate numbers keeping in view the specific requirement for this work. Bidder will prepare & submit these details also keeping in view the minimum no. of skilled personal as per tender.

9.0 EVALUATION OF PRICE BIDS

i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.

ii) Quoted price for the complete scope of work and supply as per SOR shall be taken into account for arriving at the lowest evaluated price.

10.0 BIDDERS MUST CHECK THAT THEIR BID IS COMPLETE IN ALL RESPECTS WITH ALL DETAILS AS PER VARIOUS FORMATS ENCLOSED IN INSTRUCTIONS TO BIDDERS, CHECK LIST AND COMMERCIAL QUESTIONNAIRE REPLIED

Issue of any technical/ commercial questionnaire or having any classificatory discussions, in general, is not envisaged. Bidders in their own interest must ensure that their bid is complete in all respects complying with the requirement of Instructions to Bidders and have furnished all details/ clarifications/ confirmations. Also note that all details/ documents shall be submitted in relevant SECTIONS and mentioned in CHECK LIST.

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LIST OF FORMATS

{Annexure – II TO Instruction to Bidder (ITB)}

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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1)	F-1	:	Bidder's General Information
2)	F-1A	:	Detail information about bidder
3)	F-2	:	Bid Form
4)	F-3	:	List of Enclosures
5)	F-3A	:	Financial Detail
6)	F-4	:	Declaration for Bid Security
7)	F-5	:	Letter of Authority
8)	F-6	:	No Deviation Confirmation
9)	F-7	:	Certificate
10)	F-8	:	Details of Similar Work done during past five years
11)	F-9	:	Present commitments of the Bidder
12)	F-10	:	Proforma of Bank Guarantee for Contract Performance Security

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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**F-2
BID FORM**

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

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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**F-3
LIST OF ENCLOSURES**

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

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.
3. Organization chart of the bidder and the structure assigned for execution of the work under this bid.
4. Methodology of execution of work.
5. Execution schedule with interlinking of various activities.
6. Copy of Bidding Documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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**F-3A
FINANCIAL DETAIL**

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

- The information supplied should be the Annual Turnover of the Bidder.
- A brief note should be appended describing thereby details of turnover along with audited balance sheet with profit & loss account statement for the last 3 years.

b) Annual Net-worth data for the last 3 years.

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

- Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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Sheet 1 of 2

F-4

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

Ref: Bank Guarantee No.
Date

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

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No. _____ M/s
_____ having their Registered/ Head Office at _____
_____ (hereinafter called the Tenderer) wish to participate in the said
tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is
required to be submitted by the Tenderer as a condition precedent for participation in the said
tender which amount is liable to be forfeited on the happening of any contingencies mentioned in
the Tender Document.

We, the _____ Bank at _____ having
our Head Office _____ (Local Address)
guarantee and undertake to pay immediately on demand without any recourse to the tenderers by
Maharashtra Natural Gas Limited the amount _____ without any
reservation, protest, demur and recourse. Any such demand made by MNGL, shall be conclusive
and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should
be 6 months after the date finally set out for closing of tender]. If any further extension of this
guarantee is required, the same shall be extended to such required period on receiving
instructions from M/s _____ whose behalf this guarantee is issued.
In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 2023 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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Sheet 2 of 2

**INSTRUCTIONS FOR FURNISHING BID-GUARANTEE/
BANK GUARANTEE**

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax. from where the earnest money bond has been issued.

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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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 Road, Baner,
Pune - 411045

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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**F-7
CERTIFICATE**

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNG/CP/2026-27/80
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**F-8
DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

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

Note: Please refer Proforma at Section – III of Vol. II of II

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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNG/CP/2026-27/80
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**F-9
PRESENT COMMITMENTS OF THE BIDDER**

Full Postal Address and phone nos. of Client & Name of Officer-in-charge	Description of Work	Date of Commencement of Work	Scheduled Completion Period	%Age Completion as on Date	Expected Date of Completion	Remarks

Note: Please refer Proforma at Section – III of Vol. II of II

This list must be a full list of all type of works in hand

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNG/CP/2026-27/80
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Sheet 1 of 2

F-10

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

TO:

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

Dear Sir,

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

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

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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Sheet 2 of 2

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

Yours faithfully,

_____ Bank

By its Constituted Attorney

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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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/ MNGL/MoP&NG/Oil Public Sector Enterprise(s) undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNG/CP/2026-27/80
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COMMERCIAL QUESTIONNAIRE
{Annexure – III to Instruction to Bidder (ITB)}

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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COMMERCIAL QUESTIONNAIRE

Note:

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
v	Price Reduction Schedule – As per SCC & GCC	
9.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

(STAMP & SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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CHECK LIST

{Annexure – IV to Instruction to Bidder (ITB)}

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped **check list with each copy of the “Unpriced Part”** of his bid.

(A) EMD/ BG DETAILS ETC.

(A.1) Letter of Submission (i.e. F-2: Bid Form)
Submitted ☐

(A.2) EMD/ BID GUARANTEE/ BID SECURITY

Bidder to confirm that EMD/
Bid Guarantee/ Bid Security has
Been submitted by them as
per Tender Proforma (i.e. F4)
Submitted ☐

(1) By Bank Guarantee
BG No. _____ dt. _____ from
Bank _____ Branch _____
For Rs. _____
Valid Till _____

OR

(2) By Demand Draft
DD No. _____ dt. _____
Drawn on _____
For Rs. _____
Original shall be submitted in original copy and its zerox copy in other copies.

(A.3) CHECK LIST
This check list duly filled in
Submitted ☐

(B) CONFIRMATION OF VARIOUS FORMATS

(B.1) Past Similar work done during
five years as per Format: F-8
Submitted ☐

(B.2) Present Commitments as per Format: F-9
Submitted ☐

(B.3) Financial Details as per Format: F-3A

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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- (B.4) Submitted ☐
Audited Balance Sheet including
profit and loss account statement
for the last three years
Submitted ☐

Submitted for the years:

- 1) _____
2) _____
3) _____

- (B.5) PF Registration Certificate
Submitted ☐ PF Registration No. _____

- (B.6) Goods & Service Tax Registration Certificate
Submitted ☐ GST Registration No. _____

- (B.7) Power of Attorney in favour of the person
who has signed the bid on stamp paper of
appropriate value
Submitted ☐

- (B.8) Partnership Deed in case of partnership firm
and Article of Association in case of limited
company
Submitted ☐

- (B.9) Deployment List of Supervisory personnel:
Submitted ☐

- (B.10) A copy of SOR (without prices) duly signed,
& stamped as per SOR Format
Submitted ☐

(C) **DEVIATION (IF ANY)**

- (C.1) Deviation (if any)
as per Format - F-6 :
Submitted ☐

(D) **REGARDING TECHNICAL DETAILS**

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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(D.1) Technical Details/ Documents specified
in Technical Part

Submitted

☐

Not Applicable

☐

(STAMP & SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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PART-C

GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)

TABLE OF CONTENTS

Sl. No.	Description
(i)	TABLE OF CONTENTS
(ii)	SUBMISSION OF TENDER
	GENERAL CONDITIONS OF CONTRACT

SECTION-I (DEFINITIONS)

1.0	Definition of Terms
-----	---------------------

SECTION-II (GENERAL INFORMATIONS)

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

SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)

3.0	Submission of Tender
4.0	Documents
4.1	General
4.2	All pages to be initialed
4.3	Rates to be in figures and words
4.4	Corrections and Erasures
4.5	Signature of Tenderer
4.6	Witness
4.7	Details of Experience
4.8	Liability of Government of India
5.0	Transfer of Tender Documents
6.0	Earnest Money
7.0	Validity
8.0	Addenda/Corrigenda
9.0	Right of Employer to Accept or Reject Tender

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNGL/CP/2026-27/80
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10.0	Time Schedule
11.0	Tenderer's Responsibility
12.0	Retired Government or Company Officers
13.0	Signing of the Contract
14.0	Field Management & Controlling/Coordinating Authority
15.0	Note to Schedule of Rates
16.0	16.1 Policy for Tenders under consideration
	16.2 Zero Deviation
17.0	Award of Contract
18.0	Clarification of Tender Document
19.0	Local Conditions
20.0	Abnormal Rates

SECTION-IV (GENERAL OBLIGATIONS)

21.1	Priority of Contract Documents
21.2	Headings & Marginal Notes
21.3	Singular and Plural
21.4	Interpretation
22.0	Special Conditions of Contract
23.0	Contractor to obtain his own information
24.0	Contract Performance Security
25.0	Time of Performance
25.1	Time for Mobilization
25.2	Time Schedule of Construction
26.0	Force Majeure
26.1	Conditions for Force Majeure
26.2	Outbreak of War
27.0	Price Reduction Schedule
28.0	Rights of Employer to forfeit Contract Performance Security
29.0	Failure by the Contractor to comply with the provisions of the contract
30.0	Contractor remains liable to pay compensation if action not taken under Clause 29.0
31.0	Change in Constitution
32.0 -A	Termination of Contract for Death
32.0-B	Termination of Contract for Liquidation, Bankruptcy etc.
32.0-C	Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
33.0	Members of the Employer not individually liable
34.0	Employer not bound by personal representations
35.0	Contractor's office at site
36.0	Contractor's subordinate staff and their conduct
37.0	Sub letting of Works
	i) Sub contracts for Temporary works etc.
	ii) List of sub-contractors to be supplied
	iii) Contractor's liability not limited by Sub-Contractors
	iv) Employer may terminate sub contracts
	v) No remedy for action taken under this clause
38.0	Power of Entry

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA Bid No.: MNG/CP/2026-27/80
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39.0	Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
40.0	Other Agencies at site
41.0	Notices
41.1	To the Contractor
41.2	To the Employer
42.0	Rights of various Interests
43.0	Patents and Royalties
44.0	Liens
45.0	Delays by Employer or his authorized agents
46.0	Payments if Contract is terminated
47.0	No waiver of Rights
48.0	Certificate not to affect Right of Employer and Liability of Contractor
49.0	Languages & Measures
50.0	Transfer of Title
51.0	Release of Information
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54.0	Spares

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56.0	Co-ordination and Inspection of work
57.0	Work in Monsoon & Dewatering
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59.0	General Conditions for construction & Erection Work
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61.0	Drawings to be supplied by the Employer
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63.0	Setting out works
64.0	Responsibility for Levels and Alignment
65.0	Materials to be supplied by contractor
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67.0	Conditions for issue of material
68.0	Materials Procured with assistance of Employer/Return of surplus
69.0	Materials obtained from dismantling
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73.0	Inspection of Works
74.0	Tests for Quality of Works
75.0	Samples for approval
76.0	Action and Compensation in case of bad work
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78.0	Employer may do part of work
79.0	Possession prior to completion
80.0	Twelve months period of liability from the date of issue of completion certificate

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80.3	Limitation of Liability
81.0	Care of Works
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82.0	Guarantee/Transfer of Guarantee
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88.4	Rounding of Amounts
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95.0	Final Decision & Final Certificate
96.0	Certificate and Payments No evidence of completion
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SECTION-VII (TAXES AND INSURANCE)

98.0	Taxes, Duties, Octroi etc.
99.0	Goods & Service Tax/Turnover Tax
100.0	Statutory Variations
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- v) Automobile
 - vi) General Liability
 - vii) Any other Insurance required under law or regulations by Employer
- 102.0 Damage to Property or to any Person or any Third Party

SECTION-VIII (LABOUR LAWS)

- 103.0 Labour laws
- 104.0 Implementation of Apprentices Act 1961
- 105.0 Contractor to indemnify the Employer
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- 107.0 Arbitration
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SECTION-X (SAFETY CODES)

- 109.0 General
- 110.0 Safety Regulations
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- 117.0 Care in Handling Inflammable Gas
- 118.0 Temporary Combustible Structures
- 119.0 Precautions against Fire
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- 121.0 Mines Act
- 122.0 Preservation of Places
- 123.0 Outbreak of Infectious diseases
- 124.0 Use of intoxicants

ANNEXURES TO GCC

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

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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.

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

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- 1.1.20 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.21 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.22 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.23 "LETTER OF INTENT/FAX OF INTENT/SERVICE 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

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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 (i.e.), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

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

Section-II General Information

2. General Information

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

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

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

- 2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour 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 labour 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

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the other construction works. In such case, the rate for water shall be deducted from the running account bills.

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

2.4 Power Supply:

- 2.4.1** Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.
- 2.4.2** It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3** At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4** The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising there from.
- 2.4.5** The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6** The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of

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power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer along with his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

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

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

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

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

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

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

Section-III. General Instructions to Tenderers

3. Submission of Tender:

- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. The tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of Maharashtra Natural Gas Limited due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

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4. Documents:

4.1 General:

The tenders as submitted will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazette Officer in case an authorized representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organization chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipment available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

4.2 All pages are to be Initialed: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the 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.

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- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.
- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.
- 4.5 Signature of Tenderer:
- 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.
- 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.
- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.
- 4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).
- 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.

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5. Transfer of Tender Documents:

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

6. Earnest Money:

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

The bid guarantee shall be submitted in the prescribed format.

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

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

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 Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

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.

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- 8.2 Each addendum/ corrigendum issued will be issued in duplicate to each person or organization to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender:

- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one 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 / program 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 / program. In all matters concerning the extent of targets set out in the weekly and monthly program 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

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reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12 Retired Government or Company Officers
VOID

13 Signing of the Contract:

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

14 Field Management & Controlling/Coordinating Authority:

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

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16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by MNGL to the Bidder.

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

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 are 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.

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- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

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

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.

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- 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.
- 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

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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 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 annualized 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.
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- 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.
- 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 Fifteen (15) days from the date of Service Order failing which MNGL reserves the right to cancel the contract 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 Fifteen (15) days from the date of Service Order. 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 permission, design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

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

The above L1, L2 schedule shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure :

26.1 CONDITIONS FOR FORCE MAJEURES

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

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

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

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

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

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be

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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.

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,

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shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

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

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

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

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

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

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.

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30 Contractor remains liable to pay compensation if action not taken under clause 29:

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 Change in constitution:

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

32 Termination of contract

32(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the 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

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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 diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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

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

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

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

33 Members of the employer not individually liable:

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

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

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

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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 equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUBCONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

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

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

37 Sub-letting of works:

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

- i) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:**
The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.
- ii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:**
At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.
- iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUBCONTRACTORS:**
Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR
The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub- contractors in regard to work to be performed under the CONTRACT.
- iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**
If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.
- v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**

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No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

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

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

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

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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 equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

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

40 Other agencies at site:

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

41 Notice:

41.1 TO THE CONTRACTOR:

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

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

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respective site offices of M/S. MAHARASHTRA NATURAL GAS LIMITED addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests:

- 42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency (ies). The CONTRACTOR shall cooperate and afford other agency (ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.
- ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and royalties:

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

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

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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.

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

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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 similar equipment provided it meets the specified standard design and performance requirements.

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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 labour 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 labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

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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 labour 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 labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

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

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

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable

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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, labour cost at schedule of labour 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 labour 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 10% (ten 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, labour cost at schedule of labour 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 labour 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.

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

63 Setting out works:

- 63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level 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 centre 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 labour, 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.

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65 Materials to be supplied by contractor:

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

66 Stores supplied by the employer:

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

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67 Conditions for issue of materials:

- 67.1
- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
 - ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
 - iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
 - iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
 - v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
 - vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
 - vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

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

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

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

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69 Materials obtained from dismantling:

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

70 Articles of value found:

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

71 Discrepancies between instructions:

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

72 Action where no specification is issued:

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

73 Inspection of works:

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

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CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

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

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

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

74 Tests for quality of work:

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

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furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

76 Action and compensation in case of bad work:

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

77 Suspension of works:

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

78 Employer may do part of work:

- 78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments 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

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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 labour, 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 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/warranties for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY

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

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81 Care of works:

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

81.1 DEFECTS PRIOR TO TAKING OVER:

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

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

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

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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 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,

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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, labour, 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

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described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

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

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88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

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

88.1.1 All measurements shall be recorded in centuplicate 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.

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89 Lump sum in tender:

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

90 Running account payments to be regarded as advance:

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

91 Notice of claims for additional payments:

- 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of these rights in respect thereof.
- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may

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either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

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

93 Receipt for payment:

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

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himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

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

94.2 COMPLETION CERTIFICATE:

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

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

94.3 COMPLETION CERTIFICATE DOCUMENTS:

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

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

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

96 Certificate and payments on evidence of completion:

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

97 Deductions from the contract price:

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

SECTION-VII Taxes and Insurance

98 Taxes, Duties, Octroi / LBT etc:

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

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

99 Goods & Service tax/turnover tax:

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

100 Statutory variations

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

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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 equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, 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

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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 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.

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- 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.
 - d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments 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.

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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, equipments 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.

SECTION-VIII Labour Laws

103 Labour laws:

- 103.1 i) No labour 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 labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour 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 labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of

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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 return 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 Labour 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 Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

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104 Implementation of apprentices act, 1961:

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

105 Contractor to indemnify the employer:

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

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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 labour 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 labour 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 labour colony.

SECTION-IX Applicable Laws and Settlement of Disputes

107 Arbitration:

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [Maharashtra Natural Gas Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

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

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Pune in Maharashtra, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the court situated at Pune.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration.

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

111 First aid and industrial injuries:

- 111.0 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
- ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

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112 General rules:

- 112.1 Smoking within the premises of City Gas Station is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 Contractor's barricades:

- 113.0 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect: -
- a) Excavations
 - b) Hoisting Areas.
 - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
 - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
 - e) Rail Road unloading spots.
- ii) CONTRACTOR's employees and those of his SUBCONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

- 114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- ii) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

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- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 meter.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall in no case be less than 30 cm for ladder up to and including 3 meters in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. 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 50 meters 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 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

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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.
 - 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

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- 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 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.

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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 labour 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

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matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

- 122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour 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 labour 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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Annexure-I to GCC

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS MAHARASHTRA NATURAL GAS LIMITED (hereinafter referred to as MNGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Pune has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) MNGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by MNGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by MNGL to the CONTRACTOR, MNGL has required the CONTRACTOR to furnish to MNGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.
NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified MNGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to MNGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to MNGL forthwith on demand in writing without protest or demur the value as specified by MNGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with MNGL 'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of

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Rs. _____ (Rupees
_____).

AND THE CONTRACTOR hereby agrees with MNGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of MNGL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to MNGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of MNGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of MNGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

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Annexure-II to GCC

PROFORMA FOR CONTRACT AGREEMENT

SO No.

dated -----

Contract Agreement for the work of ----- of Maharashtra Natural Gas Limited made on --- ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and MAHARASHTRA NATURAL GAS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally

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approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS: -

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT,

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exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTOR.

MAHARASHTRA NATURAL GAS LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

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PART - D

1.0 SPECIAL CONDITIONS OF CONTRACT (SCC) COMMERCIAL

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1.0 LABOUR, LABOUR LAWS AND SITE REQUIREMENTS

1.1 Labour

- 1.1.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 1.1.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours.
- 1.1.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his subcontractor/ s, his/their servants, agents or employees.
- 1.1.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-contractor/s, his/their servants, agents or employees.
- 1.1.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.
- 1.1.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with any carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary
- 1.1.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- 1.1.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and by laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and the Central Government or local authority, including Indian Workmen's Compensation Act., Contract labour (Regulation and Abolition) Act., 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund act, etc., and sanitary arrangement for the said Act. Health and sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, by laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/ Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

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- 1.1.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Work Department as fair wages for New Delhi Region payable to the different categories of labours or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 1.1.10 The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labours indirectly engaged by Sub-Contractors in connection with the said works as if the labour had been directly employed by him.
- 1.1.11 The contractor shall, before he commences the work, display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Owner/Engineer-in-Charge.
- 1.1.12 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by Central or State Government.
- 1.1.13 The Contractor shall provide a wage slip for each worker employed on the works.
- 1.1.14 The wage records and wage slips shall be preserved by the Contractor for minimum period of 12 months after the last entry or such time as the Owner/Engineer-in-Charge may fix in that behalf.
- 1.1.15 The Contractor shall allow inspection of the aforesaid wage records and wage slip to the Owner/Engineer-in-Charge at a convenient time and place after notice is received by him from the Owner/Engineer-in-Charge demanding such inspection.
- 1.1.16 The Owner/Engineer-in-Charge or any other person authorized by him on his behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clauses. The Owner/Engineer-in-Charge shall also have the power to investigate into any complaint regarding any default made by the Contractor or his sub-Contractor in regard to such provision.
- 1.1.17 The Owner/Engineer-in-Charge shall have the right to deduct from the moneys 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 nonpayment of fair wage, except any deductions that may be permissible under any law for the time being in force.
- 1.2 Labour Law**
- 1.2.1 Under the provisions of Employees Provident Funds and Misc. Provision Act-1952, every employee is entitled to and required to become a member of the PF from the beginning of the month following that in which he completes three months' continuous service or has actually worked for not less than 80 days during the period of three months or less whichever is earlier.

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The Contractor is to fulfill statutory obligations regarding Employees Provident Fund

1.3 Labour License

- 1.3.1 Before starting of work at site, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

1.4 Labour Relations

- 1.4.1 In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.
- 1.4.2 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.

1.5 Employment of Local Labour

- 1.5.1 The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work.
- 1.5.2 The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

1.6 Access to Site

The Contractor shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his worker's gate pass/for materials etc., as may be required to carry out the works at site from the Owner/Engineer-in-Charge and shall follow the rules and regulations of CISF/Owner/Engineer-in-Charge which may be enforced from time to time for entry or exit.

1.7 Contractor's Labourers to Leave Site on Completion of the Work

The Contractor's labourers must leave the location of the project site after the work is tapered/ completed to avoid creation of a slum in the areas adjoining the project.

1.8 Site Cleaning

- 1.8.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 1.8.2 If the work involves dismantling any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original at the Contractors cost and risk to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

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- 1.8.3 The Contractor shall be custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 1.8.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area within the site premises as decided by the Engineer-in-Charge.
- 1.8.5 The Contractor shall sort out, clear and stack the serviceable material obtained from dismantling at places as directed by the Engineer-in-Charge.
- 1.8.6 No extra payment shall be paid on this account.
- 1.9 Fuel Requirement of Workers**
- 1.9.1 Contractor shall be responsible to arrange at his own cost for the fuel requirement of his workers and staff. Cutting of trees etc. shall not be permitted for this purpose.
- 1.10 Protection of Existing Facilities**
- 1.10.1 Contractor shall obtain plans and full details of all existing and planned underground services from the relevant Department of Owner and shall follow these plans closely at all times during the performance of work. Contractor shall be responsible for location and protection of all underground lines and structures at his own cost.
- 1.10.2 Despite all precautions, should any damage to any structure/ utility etc. occur, the Owner/ Authority concerned shall be contacted by the Contractor and repair shall forthwith be carried out by Contractor at his expenses under the direction and to the satisfaction of Engineer-in-charge and the concerned Owner/ authority.
- 1.10.3 The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 1.10.4 Contractor shall obtain all safety clearance (viz. Excavation, Hot/ Cold work permit) from the Owner prior to start of work. Work without safety permit shall not be carried out.
- 1.10.5 Contractor shall in consultation with Owner and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline alignment. Contractor shall take adequate protective measures to prevent damage to these facilities during construction. Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and Contractor shall not be entitled to claim any extra at a later stage.
- 1.11 Fronts for Work; Where Other Agencies are involved**
- The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

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It is to be noted that other contractors will be working during the currency of this Contract. The Contractor shall co-ordinate with such other contractor(s) and ensures that the work of other contractor(s) is not effected, The Engineer-in-Charge will decide the priority and the same shall be binding without any cost and time effect.

1.12 Payment of Wages

1.12.1 The Contractor shall ensure payment of wages to all workmen employed, by him or sub-contractor or by any other agency on his behalf in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wages standards, period and provisions (including the provision of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages Act, the Contract Labour (Regulation & Abolition) Act-1970 and rules framed there under, the Minimum Wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following:

1.12.1.1 Weekly off with Wages

The labour must be given weekly off with wages as admissible.

1.12.1.2 National Holidays

Three National Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) must be granted to all the workers with wages.

1.12.1.3 Payment of Overtime Wages

Labour governed under the provision of Factories Act- 1948 (working inside the battery areas) shall be paid overtime wages at double the normal rate of wages for working beyond 08 (Eight) hours in a day and 48 hours in a week.

Labour in general should not be engaged for duty for more than 08 hours in a day except in case of exigencies of work. If they are engaged for performing duty for more than 08 hours they should be paid overtime wages at the rates applicable.

1.13 Site Facilities

1.13.1 The Contractor shall arrange for the following facilities at site, for workmen deployed/engaged by him/his sub-contractor, at its own cost.

- (i) Arrangement for First Aid.
- (ii) Arrangement for clean & potable drinking water.
- (iii) Toilet
- (iv) Canteen where tea & snacks are available
- (v) A creche where 10 or more women workers are having children below the age of 6 years
- (vi) Any other facility/utility as may be required under the Contract.

2.0 Rounding off

All payments to and recoveries from the Contractor shall be rounded off to the nearest rupee. Wherever the amount to be paid/recovered consists of a fraction of rupee (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50

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(fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

3.0 Computerized Contractors Billing System

Without prejudice to stipulation in General Condition of Contract, Contractor should follow following billing system.

The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by MNGL. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractor will submit these data to MNGL in an electronic media along with the hard cop of the bill, necessary enclosures and documents. The Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

Owner will utilize these data for processing and verification of the Contractor's Bills".

4.0 Leads

For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical Specifications.

5.0 Insurance for Personal injuries

The Contractor shall at his own costs and expenses obtain and shall cause any sub-Contractor to obtain such insurances as may be necessary' to cover the liability of the Contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Owner/Engineer-in-Charge.

6.0 Strike/Lock out by Contractor's Employees

Nonavailability of labour or strike by the Contractor's employees or lock out shall not be a ground or any excuse for not completing the works within the stipulated time nor shall be a ground or any excuse; for extension of period of completion of works.

7.0 Make of Materials

7.1 All equipment and materials to be supplied under this contract shall be from approved vendors as indicated in enclosed Appendix-I to Particular Job Specification.

7.2 Where the makes of materials are not indicated in the Bidding Document, Contractor shall furnish details of proposed makes and supply the same after written approval of Owner. Proposed makes will be considered, provided sufficient information are furnished to the Owner to assess the makes proposed by the Contractor as equivalent and acceptable.

8.0 Preamble to Schedule of Rates

Preamble to schedule of rates attached with SOR is only indicative & shall not be the basis for any extra item at a later date.

8.1 Completion Documents

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The following documents shall also be submitted by the Contractor in triplicate as a part of completion documents:

- a) Material test and analysis certificate and chemical analysis of weld deposits.
- b) Welding Procedure Qualification Report.
- c) Welder Qualification Report.
- d) Heat treatment charts and reports (if applicable)
- e) Radiographic Procedure Qualification.
- f) Radiographic Report along with radiographs
- g) Hydrostatic test and other test results.
- h) Test certificate from manufacturers for electrodes and painting material and any other material supplied by the Contractor.
- i) Material appropriation statement as required.
- j) Six set of construction drawing showing therein the execution of the work duly approved by the Engineer-in-Charge along with one set of reproducible on polyester film (drawings prepared by Contractor).
- k) Other documents as mentioned in Technical Specification,

9.0 **SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/ PUBLIC SECTOR UNDERTAKINGS AND PUBLIC SECTOR UNDERTAKINGS**

In the event of any disputes or differences between the Contractor and the Owner, if the Contractor is a Government department, a Government company or an undertaking in the public sector, then such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government, If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No.55/3/1/75-CF dated 19th December, 1975 issued by the Cabinet Secretariat (Deptt. of Cabinet Affairs) as modified from time to time. The Arbitration Conciliation Act 1996 shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

10.0 **CONTRACT DOCUMENT**

The Contractor is required to execute a formal Agreement as per the Form of Contract, with the Owner. For execution of the Agreement, Stamp Paper of appropriate value shall be provided by the Contractor after ascertaining its value.

Till the time, the Contract is executed between Owner & Contractor, the following documents shall be deemed to constitute the Contract:

- i) Letter/Fax of Acceptance.
- ii) Bidding Document along with set of drawings.
- iii) Addendum to Bidding Document, if any.
- iv) Bid of Contractor consisting of:
 - a) Schedule of Rates as accepted by Owner.
 - b) Deployment Schedule of Supervisory Personnel

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- c) Deployment Schedule of Construction Equipment
- d) Organization Chart
- e) Any other document of Bidder's offer as decided by Owner.

The documents as mentioned at Sl. No. b, c & d shall be considered as indicative and shall be augmented from time to time to complete the Work within the stipulated time.

11.0 **DEFINITIONS**

- 11.1 "Bid" means the offer (unpriced as well as priced) submitted by a Bidder in response to the Invitation to Bid.
- 11.2 "Bidding Document" also referred to as Tender Document means the document issued to a prospective bidder to enable him to submit his Bid. This shall include all documents as per the Master Index.
- 11.3 "Addendum/Amendment" means a document issued to Bidders which incorporates changes/corrections/additions to the Bidding Document. This shall form part of Bidding Document.
- 11.4 "OWNER", "Client", "Company" or "MNGL" appearing anywhere in this Bidding Document shall mean the Maharashtra Natural Gas Limited, having its registered office at Plot No. 27, Narveer Tanajiwadi PMPML Bus Depot Commercial Bldg. 1st Floor, Shivaji Nagar, Pune – 411005 (Ph # 020-25611000, Fax No. 020-25511522) and includes its successors and assigns.
- 11.5 "Bidder"/"Tenderer" shall mean any company, firm or body who submit the bid consequent upon issue of Bidding Document.

12.0 **CONSTRUCTION WATER & POWER SUPPLY**

12.1 **Construction Power**

Clause No. 2.4 of GCC stand modified to the following extent only:

Construction power shall not be provided by Owner. Contractor shall make his own arrangement at his cost for Construction Power and quoted prices shall be deemed to have been included the same.

Contractor shall arrange power required for construction for the Project on behalf of the Owner. All associated activities for obtaining necessary approvals and sanctions from local authorities for construction power shall be coordinated by the Contractor, the cost of which shall be deemed to be included in the quoted rates under various items of work of the "Schedule of Rates" and nothing extra shall be paid on this account. The renewal of the construction power connection at regular intervals shall also be the responsibility of the Contractor. All installations/ fixtures and fittings/fittings/cabling for construction power shall be the responsibility of the Contractor without any additional cost to the Owner.

12.2 **Construction Water**

Clause No. 2.3 of GCC stand modified to the following extent only:

Construction water will not be supplied by Owner, Contractor shall make his own arrangement at his own cost for water required for construction work as well as drinking

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purposes required by labour force at site and the quoted prices shall be deemed to have been included the same. The Contractor shall get approval from the Owner/Engineer-in-Charge regarding suitability of water for construction purposes.

13.0 LAND FOR SITE OFFICE

13.1 Clause No. 2.5 of General Conditions of Contract is modified to the following extent: -
Land for Contractor's site office, godown, workshop, fabrication yard or labour colony etc. shall not be provided by owner. Contractor shall make his own arrangement for any and all land required by him for the execution of the works and the quoted prices shall be deemed to have been included the same.

14.0 ADDITION TO GCC:

i) Clause no. 60.2 (e) of GCC has been extended to the following extent: -
In case of range of variation up to inclusive of range of +50% & -50% no increase and/or decrease shall be applicable in Schedule of Rates.

ii) **Abnormally High Rated Item (AHR)**

In items rate contract where the quoted rates for the item, exceed 50% of the owners estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates: -

1. Rates as per BOQ, quoted by the Contractor.
2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labour as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
 - b) Based on prevailing market rate of machine materials and labour plus 15% to cover contractor's profit, overhead and other expenses, when the rates are not available in the contracts.

iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.

15.0 THIS BEING "NO DEVIATION" TENDER, NO DEVIATIONS/ STIPULATIONS SHALL BE ENTERTAINED. OFFERS CONTAINING ANY DEVIATIONS SHALL BE LIABLE FOR REJECTION.

16.0 BONUS CLAUSE

Not Applicable for this tender.

17.0 EXTENDED STAY COMPENSATION

Not Applicable

18.0 Indemnity Bond

After award of work, bidder has to furnish legal indemnity bond to owner equivalent/ material to 110% of the total value of free issue equipment/ material 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 from store /

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designated place by the owner & remain valid upto 06(six) months from the date of receipt of last consignment from store / designated place by the owner.

19.0 **Octroi / LBT for all free issue materials as applicable shall be paid by the MNGL.**

20: PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA.

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

Explanation—

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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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Attachment 1

UNDERTAKING ON LETTERHEAD

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

Sub:

Tender No:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered []
With the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder to tick appropriate option above)

We hereby certify that bidder M/s _____ (***Name of bidder***) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:

Date:

Seal:

{Signature of Authorised Signatory of Bidder}

Name:

Designation:

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PART – I (SCOPE OF WORK)

TR Unit Installation scope.

The contractor shall supply, install & commission the TR Units conforming to technical specifications as required. This includes delivery at site, installation with necessary cable entry/terminations, testing & commissioning in coordination with respective AIC. The contractor shall submit the commissioning report duly verified & signed by the respective AIC.

The scope includes minimum requirements of site surveys for design data generation, collection of existing data for CP design, detailed engineering, inspection and supply quality assurance (QA) and quality control (QC), installation, testing and commissioning of permanent cathodic protection [PCP] system for protecting 30 Km (approx.) pipeline section throughout the design life [35 years] the external surface of 3LPE coated underground pipelines

All data required in this regard, including site surveys to verify the design data, shall be considered by the CP contractor to develop an acceptable state-of-the-art [PCP] design and for proper engineering of the PCP systems. Compliance with these specifications and/or approval of any of the contractor's documents shall in no case relieve the contractor of his contractual obligations of providing a Permanent Cathodic Protection [PCP] system suitably for the desired number of service [35] years free of interference. Installation with all required tools tackles and required manpower is in the scope of the contractor. Major activities covering the complete scope of work include the following:

Design, detailed Engineering of PCP and approval from Client representative.

- Including formulae used,
- design calculations, BOQ,
- Technical Specifications and Post Commissioning Monitoring Methodology,
- Data Recording Formats,
- Quality Assurance Control

[QA/QC] methodology

a) Procurement which includes supply, installations, factory inspection, transportation, loading and unloading of CPTRU, anodes, cables, junction boxes,

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reference cells and other materials required for complete PCP work on FOT- a project site basis.

b) Submission and obtaining approval of all documents (vendor documents) related to the procurement of items as mentioned above.

c) Installation, testing, pre-commissioning and Commissioning of PCP work as defined in the tender, including job procedure for field testing, pre-commissioning and commissioning.

d) All Civil works associated with the complete Cathodic Protection work shall be included in the scope of the CP contractor. This shall include providing cable trenches, the foundation for equipment and all test stations etc.

e) **Liaisoning with local authorities/statutory bodies/foreign utilities to obtain permissions for PCP work.** However, Demand Notes/fees applicable to obtain permissions from concerned authorities/local bodies will be paid by MNGL. For acquiring land for Anode Beds, CP Contractor has to liaison with the private landowner/ Govt body/ concerned authority. M/s MNGL will pay the cost of the Lease Agreement! Purchase Agreement as per the Demand estimation Note of the landowner. Disconnection of existing TCP works and depolarization of the entire pipeline section, taking PSP readings from TLPs to ensure depolarization and acceptance of readings by respective area/client representatives before the start of PCP work.

f) Submitting PSP monitoring data reports for 3 months to find the installed system adequately working. **(BI Monthly)**

g) **Current Interruption Facility:** The T/R unit shall be provided with an inbuilt processor-controlled current interrupter with a GPS receiver. The interrupter clock shall also accept external time synchronizing signals from Remote Monitoring System with other T/R units. The interrupter shall be programmable to perform interruption in the desired time ratio in a selectable range of 0- 999 seconds in an increment of 1.0 sec. The current interrupter shall have a membrane-type keypad and LED/LCD display for programming of day, date, time, ON/OFF Time, Synchronization Signal etc

h) **Painting:** JB's Paint of shade Light grey IS 631 with proper pretreatment as per the specifications.

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i) **Enclosure/Construction:** Outdoor type. Fabricated from 2.0mm CRCA sheet. Lockable doors shall be provided in the front & back.

j) **Earthing:** required earthing shall be provided with pit & pit cover. (Material Manpower is in the scope of the Contractor)

k) Supply & Installation of corrosion coupons with magnetic read switch and a reference cell, including 1c x 6 sq mm cable for reference cell and 1c x 10 sq mm cable for corrosion coupon, pin brazing connection encapsulation kit etc.

l) **Design of Anode Ground Bed:** Contractor shall design the anode ground bed resistivity measurement and requirement of the site. All required Manpower, Instruments, Tools & Tackles, Consumables, Transportation etc shall be in the contractors' scope. The contractor shall prepare the survey data in tabulated form for verification by the site in charge. The design of the anode bed shall be submitted to EIC for approval before acceptance.

m) **AJB:** supply and installation of new AJB, including the construction of a foundation, supply of a required number of shunts, brass links, terminal sheet, brass bus bar, variable resistances, cable identification and termination and including the cable laying. Supply of cables shall be paid as per the separate items as per SOR.

n) **CJB:** supply and installation of new CJB, including the construction of a foundation, supply of a required number of shunts, brass links, terminal sheet, brass bus bar, variable resistances, cable identification and termination and including the cable laying. Supply of cables shall be paid as per the separate items as per SOR.

o) **SCOPE OF SUPPLY OF MATERIAL:**

MAKE OF MATERIALS

The materials to be supplied by the contractor shall conform to relevant IS/NACE/ASME/ANSI/IEC specifications or any other specifications in force from time to time. The prior approval of samples of material shall be taken from the EIC before using the same at the site. All equipment and materials to be supplied or used under this contract shall be from approved vendors. Wherever any make of the item is specified by a brand name, manufacturer or vendor, the make mentioned shall be for establishing the type, function and quality desired. Other makes will be considered, provided sufficient

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information is furnished to the owner to assess the makes proposed by the contractor as equivalent and acceptable. Wherever any item is to be imported, the contractor has to make arrangements for importing the material. MNGL will not issue an essentiality certificate for importing the items. Where the makes of materials are not indicated in the tender document, the contractor shall furnish details of proposed makes and supply the same after written approval of the owner.

p) Performing the following surveys, submission and obtaining approval of job procedures, and reports for the acceptance of respective area/client representatives. Pre-design surveys

- Soil resistivity survey at the anode bed locations.
- Soil Ionic and microbial analysis at every 5 km of the pipeline network and also at the anode bed location.
- Anode Ground Bed assemblies (deep well), 8" drill boring Minimum 50 Meters with required machinery and manpower.
- Supply & Installation of Permanent Reference Cell with the special backfill in a cotton bag. Make of the Permanent Reference Cell MC Miller, Borin.
- All cable laying work is in the scope of the contractor.
- TR unit makes Raychem/ Kriston/A C Techno as per the approval by EIC.
- Cable and other materials used should be approved vendors of MNGL and as per the direction of EIC.
- The contractor has to provide a single-line diagram for TR installation (TR, AJB, CJB, Deepwell etc)
- Required Manpower/Transportation/Tools for TR installation and other relevant activity is in the scope of the contractor.

Q) Vendor has to provide 6 month warranty from the date of commissioning of the TR unit at the site in that period. If any fault arises in the TR unit vendor has to resolve it at his own expense.

SCOPE & SPECIAL CONDITIONS OF CONTRACT [SCC] FOR DCVG & CIPL SURVEY

1.0 GENERAL INFORMATION

1.1 Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.

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1.2 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.

1.3 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 Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.4 Wherever it is mentioned in the specifications that the Bidder shall perform certain work or provide certain facilities, it is understood that the bidder 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.

1.5 The jobs covered under the "Scope of Work" of the Contract are to be completed in all respect at the earliest, without compromising on quality.

1.6 Bidder may visit the site for actual assessment of the job to be executed.

1.7 All the jobs shall be carried out as per good engineering practice and to the satisfaction of the Engineer in charge.

1.8 Job shall be carried out as per the site conditions or as per direction of the EIC/AIC.

1.9 Area-In-charge (AIC) shall be nominated from Individual region. After the completion of job at respective region, vendor has to submit the measurement sheet /completion report, certified by AIC of that respective region.

1.10 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the decision of MNGL/EIC shall be final.

1.11 It will be Bidder's responsibility to bring to the notice of Engineer-In-Charge for any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.12 In the absence of any specifications covering any, material, design of work(s) the same shall be performed/ supplied/ executed in accordance with Standard Engineering

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Practice as per the instructions/ directions of the Engineer-In-Charge, which will be binding on the Bidder.

2.0 SITE LOCATIONS

The work shall be carried out along the ROU of the different pipeline sections of Sindhudurg GA. The detail of the same is given in the scope of work.

3.0 SCOPE OF WORK

Details are mentioned in Specification & Scope of Work part of this tender.

4.0 WORKS CONTRACT

The entire work as per scope of work covered under this contract shall be treated as “Work Contract” as single package.

5.0 MEASUREMENT OF WORKS

Payment will be made on the basis of joint measurements, taken by Bidder & “Area In-charge” and duly certified by “Engineer in charge”.

6.0 MOBILISATION ADVANCE (M.A.)

No Mobilization Advance will be paid. All payments shall be made as per payment terms.

7.0 EQUIPMENT, TOOLS & TACKLES

Bidder shall be solely responsible for making available for executing the work, all requisite Equipment, Special Aids, Cranes, Tools, Tackles and testing equipment’s and appliances. Such equipment 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 bidder. Owner shall not in any way be responsible for providing any such equipment, machinery, tools and tackles, etc. The owner reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

7.1 All the materials, equipment’s, instruments, manpower (skilled, unskilled), consumables, tool tackles, required to carry out the jobs are in the scope of contractor including their mobilization & demobilization, lodging, boarding fooding etc. The contractor will furnish the details of the tools tackles/equipment, instruments etc. to be deployed at the site.

7.2 A minimum set of Tools/ Tackles, Equipment’s and measuring instruments which are to be maintained during the survey.

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7.3 All the Measuring instruments should have the valid calibration certificate traceable to NABL/ International standards.

7.4 One master portable reference electrode shall be maintained at the site with its valid calibration certificate. The other portable reference electrodes to be used for survey shall be calibrated on daily basis with the master reference electrode before the start of the survey and records are to be maintained for the same. If the potential difference is more than 10 mV and it cannot be adjusted, then same shall be replaced.

8.0 MATERIALS

All materials to be brought by the bidder must be of good quality.

9.0 WORK SCHEDULE

The Bidder shall submit within fifteen days of Fax of Intent, a sufficiently detailed overall job schedule in the activity network form, clearly indicating the major milestones. The same will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated.

10.0 SAFETY NORMS

All safety rules and regulations /acts shall be strictly adhered as per Factory Act, 1948 and existing safety rule as applicable in plant/pipeline. Bidder shall ensure that all safety precautions required shall be observed at all times during the execution of the job. Health, Safety and Environment (HSE) management requirement shall be complied with by the bidders during execution of work.

11.0 NUISANCE

The bidder or his representative shall not at any time cause any nuisance on the site or do and thing which shall cause unnecessary disturbance to owner or tenants or occupants or their properties near the site and to the public generally.

12.0 LABOUR LICENCE

If applicable, bidder shall obtain a license from concerned Authorities under the contract labour (Abolition and Regulation) Act 1970, before start of actual deployment of labour and will furnish a copy of the same to MNGL.

13.0 RESPONSIBILITY OF BIDDER

13.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, clearing the site etc., shall be deemed to be included in the price quoted and no separate payments on account expenses shall be entertained. Bidder shall be solely responsible for executing the work in all respect. Material,

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machine, equipment, software, hardware & manpower required for the completion of job shall be solely in the scope of bidder. MNGL shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

13.2 MNGL is not responsible for any accident/damage caused to the men, machine & materials of the bidder during the course of attending the job.

13.3 Providing all qualified/skilled personnel to carry out the entire job as per specification given in tender documents and all survey, other equipment's, tools, tackles including pipe/cable locator and all other necessary materials and facilities required to complete the job to the entire satisfaction of the EIC/AIC in accordance with the requirements of the tender document.

13.4 Settling all compensation and disputes arising out of any damages caused by bidder or bidder's workmen during the execution of the work is the responsibility of bidder.

13.5 Bidder shall carryout all works in strict compliance with applicable documents enclosed with the tender documents.

13.6 The scope of work shall also include any other item/work required to complete the work in all respect as per specifications and instructions of EIC/AIC whether specifically mentioned here in or not, but required to fulfill this work in all respect.

13.7 Wherever applicable bidder shall obtain all necessary permission/clearance from EIC/AIC to carry out the job.

14.0 LODGING, BOARDING & TRANSPORTATION:

Lodging, boarding and transportation of the Contractor's personnel during execution of the job under the Contract shall be provided by the Contractor at his own cost.

15.0 ADHERENCE TO SAFETY & HEALTH REGULATIONS

15.1 All the Contractor's personnel, who would be deployed inside the station premises, should strictly follow all safety rules & regulations. They should be well-conversant with the safety precautions to be followed in a Natural Gas station. The Contractor shall abide by the advice and guidance of the Safety Officer in the station. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the gas station premises is strictly prohibited. No Contractor's personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.

15.2 All work must be done by taking proper permission / Work Permit. The required Cold or Hot (Excavation) permits will be issued by AIC of respective regions. The contractors have to take all safety precautions as required for execution of the said work / as described in the permit for successfully completing the job.

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15.3 MNGL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

15.4 MNGL shall not provide any medical assistance & shall have no other liability whatsoever except as expressly provided under the Contract.

15.5 The progress of the job must be intimated to AIC / EIC on daily basis through mail / or as may be agreed between MNGL /Contractor at the start of the job. The contractor shall provide necessary PPE to the worker deputed in this job.

16.0 QUALIFICATIONS AND EXPERIENCE OF CONTRACT PERSONNEL

16.1 For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements.

16.2 MNGL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline.

16.3 For this job contractor shall provide skilled person on all days of week including Sundays and Gazetted Holidays. Contractor shall also make arrangements for extra personnel if required and as instructed by EIC, who also will assist in various operation and maintenance requirements.

16.4 The minimum qualification/experience of the persons deployed for the survey at site shall be NACE CP Level-1 certified or ITI/Diploma in Electrical with minimum 03 Years of Experience in the field of Cathodic Protection surveys. Also the survey team shall be led by site in-charge during the survey at site, having the minimum NACE CP Level-2 certification. Survey data shall be verified, reviewed & signed by minimum NACE CP Level-3 or NACE CP Level-2 certified personnel. NACE CP Level- 3 shall have minimum 01 years of experience in the Cathodic Protection system.

16.5 Before starting the survey, contractor shall submit the bio-data along with certificates of the personnel for the approval of EIC/SIC, only approved personnel shall be allowed at site for execution of job.

17.0 PENALTY

Time is essence of all the contracts and hence this contract shall be executed as per decided milestone chart within the contract period. Penalty on contractor shall be

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imposed for violation of term & condition during execution of jobs. Proposed penalty is described as below:

1. Bidder shall deploy at least two teams at a time during execution of job, whenever intimated as per job requirement. For violation of same, penalty of Rs 5,000/- per week shall be imposed, if there is no change in situation after first written intimation.
2. Bidder shall deploy competent persons (cl-16.0 above) during execution of job. For violation of same, penalty of Rs 5,000/- per week shall be imposed, if there is no change in situation after first written intimation.
3. Bidder shall provide the minimum set of equipment/tools/ tackles (cl-7 above) during execution of job. For violation of same, penalty Rs 5,000/- per week shall be imposed, if there is no change in situation after first written intimation.

SCOPE OF WORK [SOW]

1.0 General:

M/s Maharashtra Natural Gas Limited is operating approximate 150 km of steel gas pipeline in Sindhudurg. The gas pipeline is laid to provide natural gas to CNG Stations, industrial, commercial & domestic situated along the pipeline route. MNGL does its pipeline integrity analysis time to time based on the best available techniques in the world & accordingly MNGL intends to perform following survey on pipeline sections of Pune network.

- A) Close Interval Potential Survey (CIPL)
- B) DCVG Survey
- C) CAT survey
- D) Ultrasonic Thickness Test
- E) Coating Peel off Test

2.0 Scope of the work:

2.1. Scope of the work shall include but not limited to the following:

All the materials, equipment's, instruments, manpower (skilled, unskilled), consumables, tool-tackles, required to carry out the jobs are in the scope of contractor including their mobilization & demobilization, lodging, boarding, fooding etc. The contractor shall furnish the details of the tools tackles/equipment's, instruments etc. deployed at the site. All the work mentioned in the SOR items shall be carried along the ROU of the MNGL pipeline sections, Sindhudurg.

Closed Interval Potential Logging (CIPL) survey (ON/OFF) at every 1 Meter across pipeline (4",6",8",10" and/or 12") by providing requisite resources along any section of

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Pipeline under MNGL Jurisdiction as per direction of EIC. Contractor has to submit CIPL report to the EIC with detailed findings and mitigation measures (If any).

If required, the clearance from the land owner for entering/ working in his premises will be in contractor's scope.

Contractor shall submit copy of calibration certificates of the equipment / instrument used for CIPL survey (Traceability Certificates).

The objective of carrying out CLOSED/CONTINUOUS POTENTIAL LOGGING SURVEY and the DCVG survey is to know:

- The effectiveness of CP system over the entire length of pipeline.
- Identify under and over protected zones.
- Identify the possibilities of coating disbondment.
- Detection of coating defect including location and sizing. - Identify the foreign interference locations.

2.2. Detail of CP system and TLP list, a copy of ROUTE Map/GIS access shall be provided to the contractor by MNGL before starting of activity.

The scope of work includes but not limited to the following:

- a) Locating the pipeline by using a pipe locator
- b) Carry out the CIPL (ON-OFF) survey at every 01-meter interval along the pipeline as per the specified procedure and guidelines by providing survey Instrument / equipment, vehicles, manpower and all other resources required to complete the job in all respects.
- c) To ascertain exact location, size and magnitude of coating defect throughout the periphery of the pipeline by carrying out the DCVG survey at the probable defect locations identified by the CIPL survey. Contractor has to quantify and categorize the coating defects in the terms of severity as Low, moderate and severe and anodic / cathodic in accordance with NACE standard.
- d) To establish the existence of interference situation if any.
- e) The contractor has to mention the kilometer chainage and the distance of the defects from permanent bench marks for the identification of fault location for the purpose of relocating the fault location at the time of coating repairs.
- f) Preparation of the detailed report of the entire survey work in tabulation form as well as graphical form.
- g) Summarizing and analysis of the total data along with recommendations for any adjustment, improvement, modification on the operative CP system and remedial

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measures to be taken for investigation of interference, repairing coating defect etc., the report shall also quantify the coating defect for repair.

h) REPORT: Upon completion of the survey work, contractor shall submit a written report. The report shall include as minimum the following:

- Date
- Data
- Distance
- Locations
- ON Potentials
- OFF (instantaneous) Potentials
- Physical route features
- C.P power supply parameters
- Location and quantification of coating defects as per DCVG survey.
- Locations of under protected pipeline sections.
- Location of over protected pipeline sections.
- Locations of pipeline sections subjected to interference.
- Analysis and Proposed remedial works.
- Terrain Mapping - GPS coordinates of pipeline installations i.e. Test Stations, SV/IP / Terminals /Stations/Important Roads/Highways/Rail/River/HT & Cannel Crossings.

2.3 CIPL Survey:

2.3.1 The detailed site procedure to carry out CIPL survey to be prepared and submitted along with calibration certificates of the equipment and formats to be used, for approval prior to starting of the work. The procedure qualification will be done at site before commencement of work. During procedure qualification, a sample survey to be performed in presence of Engineer/Site in Charge and only after satisfactory report approved by the EIC, further survey shall be allowed. While preparing the procedure, following guidelines to be considered.

2.3.2. Before commencing the CIPL Survey, contractor shall identify the TRU / CPPSM; Grounding Cells provided at IJ / IF, Sacrificial Anodes, bonding locations of the pipeline section considered for the CIPL survey.

2.3.3. All bondings with foreign pipeline if any, Grounding Cells of IJ, Valve earthing (in protected section) and sacrificial anodes shall be disconnected. However, bondings of MNGL pipelines running in same ROU shall not be disconnected. Grounding Anodes/Earthing provided for the grounding through polarization Cells shall not be disconnected; provided healthiness of the Polarization cell is intact. After completion of survey contractor shall restore all disconnected CP bondings and anodes to original condition.

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2.3.4. The Contractor has to remove the bonding between two isolating joints and shall keep the CPPSM/ TR units in manual mode output control (AVCC).

2.3.6. The Contractor shall note down the CP Unit parameter, and put the CP Unit in AVCC mode and set the current so that the OFF PSP at the CP Unit Location should not be more negative than (-) 1200 V and at far end location, should not be less negative than (-) 850 V. In case of multiple CP units in same section, PSP at mid location should not be less negative than (-) 850 V. A set of ON & OFF PSP record of the pipeline shall be noted as compliance of the above and if required CP Unit is to be re-adjusted to get the OFF PSP within (-) 850 to (-) 1200 V. For SRB areas, OFF PSP shall be maintained within (-) 950 to (-) 1200 V. Following parameters of CP Unit shall be noted down on daily basis and shall be maintained till completion of the CIPL survey

1. AC/DC input voltage
2. AC/DC input current
3. DC output voltage
4. DC Output/Anode current
5. Pipe to Soil Potential (PSP)
6. Target Pipe to Soil Potential

2.3.7. The required no. of GPS based current interrupter required for the survey has to be arranged by the contractor.

2.3.8. The ratio of the ON & OFF shall be set at 4:1 (i.e. if 4 Second ON & then 1 second OFF), the OFF time shall not be less than 0.4 seconds. If more than one CP Unit is feeding the current to a section of the pipeline (IJ to IJ) identified for CIPL survey, then all CP Units shall be synchronized for current interruption.

2.3.9. A synchronization test shall be conducted lasting for 48 hours duration to check that the timers stay in sync without error that may subvert the purpose of the survey. This test may be repeated as per instruction of EIC/AIC during the survey period if it is observed that sync is deviating or at any time a new timer need to be in place of a faulty one.

2.3.10 Before commencing the survey, the exact route of pipeline shall be located with a pipeline locator and marked so that survey operator follows the route exactly over the pipeline. Pipeline alignment shall be fixed by pipeline locator at regular intervals not more than 10 meters apart, for accuracy over the line of survey. Both peak and null modes of pipeline identification shall be used for accurate pipeline alignment fixation.

2.3.11. Potentials shall be measured on ground surface exactly over the pipeline to minimize error due to inclusion of lateral soil potential drops in the measured values of

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pipe-to-soil potentials. Lateral CIPL survey shall be also performed in the areas where DC interference is suspected to identify the anodic & cathodic areas of the pipeline.

2.3.12. Pipe to soil potential (ON/OFF) and other details at start test point of Pipeline Section shall be also recorded in data logger.

2.3.13. The data logger should have the capability to record the time stamped survey data along with GPS coordinates.

2.3.14. CIPL survey shall be carried out by logging (ON/OFF) potential measurement in data loggers at an interval of not more than 01 meter by leap frog /long leap technique over the predetermined route of pipeline. Also other readings such as foreign line PSP, casing to soil potential, AC voltages shall be recorded at respective locations.

2.3.15. Survey at river crossings and water crossings may be carried out with the help of a boat if required and silver / silver chloride (Ag-AgCl) half-cell (in case of saline water). A special procedure shall be prepared based on the specific site requirements. If CIPL survey has been performed with Ag-AgCl halfcells, then same needs to be converted with reference to Cu-CuSO₄ ref. in the final report

2.3.16. Distance traversed and physical features such as pipeline route markers, roads, rivers, canal / nala crossings, HT crossings, Valves etc. shall be recorded along with GPS co-ordinates to assist with locating specific areas after processing the data.

2.3.18 Contractor shall download the data from data logger into the PC / laptop of EIC/AIC/Representative on daily basis. The daily records shall get verified / signed by MNGL representatives on daily basis.

2.3.19 The suggested format for CIPL survey report shall be as per MNGL requirement. The report submitted shall have time stamped survey data along with GPS coordinates.

2.3.20 SURVEY EQUIPMENT:

The following equipment should be available at site during CIPL & DCVG survey:

- i) A computerized field data collector with input impedance more than 10M ohms and adequate level of AC rejection.
- ii) One set of complete DCVG survey equipment.
- iii) CU/CUSO₄ reference electrodes fitted to poles.
- iv) Current interrupters (Synchronisable): Accuracy should be compatible with Instrumentation used for potential measurements.
- v) Insulated fine wire wound on reels. The resistance of the wire shall exert no significance effect on the pipe to soil potential readings.

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- vi) Odometer.
- vii) High impedance voltmeter.
- viii) Pipe locator.
- ix) Computer hardware and software for processing and printing the data and profile plots.

2.3.21 All equipment should be of rugged, weatherproof construction suitable for the field conditions. Contractor shall submit copy of calibration certificates of the equipment / instrument used for DCVG survey (Traceability Certificates).

1.3.22 Instruments, Equipment's, Vehicle, Manpower and all other resources required to complete the survey in all aspect is in the scope of the contractor.

1.3.23 The Contractor shall use a standard make 'MC MILLER' or equivalent Microprocessor based CIPL survey equipment Which is capable of taking CIPL and side gradient simultaneously ie. the data logger shall have one channel of recording line half-cell reading and another independent channel for recording lateral half-cell reading. Alternatively, two single channel instruments may be used. Instrument shall be with valid calibration. If calibration error exists and it cannot be adjusted in the instrument, the error shall be duly taken care in final report generation / Documentation / CIPL data graphs.

1.3.24 Party shall have master / standard reference cell at office for daily calibration of half cells at site with calibration certificate. If calibration error exists and it cannot be adjusted in the CIPL survey instrument, the error shall be duly taken care in final report generation/Documentation/CIPL data graphs.

1.3.25 Half cells used for the day to day survey shall be reconditioned with fresh CuSO₄ solution at least once in a week and checked with the standard reference cell.

1.3.26 Data logger shall have downloading facility and shall have sufficiently high sampling rate to Pick up PSP-OFF in 1 second duration. A synchronization test shall be conducted lasting for 48 hours duration to check that the timers stay in sync without error that shall subvert the purpose of the survey. This test may be repeated at MNGL discretion thrice during survey period or anytime a new timer need to be introduced, if any timer is found faulty at any point of survey

1.3.27 The survey shall be conducted with minimum 1 Sec OFF and 4 Sec ON.

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1.3.28 Synchronization periods for the purpose of recording PSP-OFF and PSP-ON. Contractor may choose at his discretion a higher ratio only up on specific permission from MNGL. A lower ratio/timing shall not be accepted.

1.3.29 The surveyor for the purpose of survey is expected to stand still for duration longer then PSP-OFF/ON cycle period after commencing the reading recording in microprocessor based instrument at every 1-meter survey spacing.

1.3.30 At River crossings / water crossings, PSP shall be measured with reference to Silver / Silver chloride or any other standard reference half-cell, where ever measurement by Cu/ CuSo4 is not practical. However, the Cu / CuSo4 half-cell should be recalibrated after completion of every submerged/under water survey.

1.3.31 The contractor has to organize for his own interrupters / switching devices (if required) for putting ON and OFF of CP power supply units and TR / CPPSM units. CP system can be switched OFF for a maximum of 8 to 10 HRS. Only during the daytime while carrying out the survey. The CP system must be switched ON after survey work is completed for the day. The switching ON / OFF of CP system shall be strictly adhered to without fail by the contractor and all transportation of men and materials on this account has to be arranged by the Contractor.

1.3.32 The progress and data report shall be submitted to MNGL on weekly basis. The daily records shall get verified / signed by MNGL representatives on daily basis.

1.3.33 Analysis of the recorded data and submission of reports with necessary

1.3.34 recommendations and remedial measures shall be as per the following :

- ON/OFF potentials, side gradient potentials graphically and tabular Plotted with respect to Pipeline chainage starting from Chainage 0km (CHK)
- Physical route features like TLP locations/KM posts/Road crossings etc. - C.P. power supply parameters
- Location of under protected pipeline sections
- Location of over protected pipeline sections

The calibration checks of the equipment / instruments at a periodic interval

- Reference electrodes before start of survey - Daily
- Output voltage and current at ICCP stations - At least once in two days
- Synchronization of current interrupter timers -At least once in Two days

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- Re-confirmation of PSP at the starting point to continue the survey - Daily
- Data transfer to the computer for - Daily

- 1.3.35 Data analysis for identifying Zones of under protection & over protection
Submission of the final report shall be in the form of 4 sets of hard copy in a bound form along with 4 sets of CD's. The final submitted report shall consist of data generated by data recorder in tabular and graphical form (for PSPs, coating integrity etc.) and analysis report and recommendations by the contractor.
- 1.3.36 Clearing of survey route along the pipeline shall be carried out by contractor to suit his requirements.
- 1.3.37 Party has to take necessary measures so that any external disturbance in the congested areas or near overhead HT lines does not affect determining the exact location /defect in the pipeline. If not satisfied with the outcome of survey at any particular section, party has to re do the survey of particular section till satisfactory results are obtained.
- 1.3.38 Party shall be whole responsible for safety and protection of all their equipment deployed for the survey at site.
- 1.3.39 The entire job shall be carried out in the presence of MNGL's representative. Survey progress and coating defects observed shall be reported to Officer-In-Charge MNGL, on daily basis. Party has to make daily reports with all the data obtained, distance covered and sketches.
- 1.3.40 Any damage done knowingly or unknowingly to Pipeline / its CP system etc. shall be made good by the contractor without any cost and time Implications to MNGL.
- 1.3.41 After completion of survey and identification of suspected sections of coating defects, preliminary report shall be submitted to MNGL for approval. Report shall consist of data generated in tabular and graphical form and analysis of report by the contractor.
- 1.3.42 If so decided by MNGL, the contractor shall carry out the survey in selected sections on priority over other sections.
- 1.3.43 The survey will be repeated for some section whenever and if needed it is as per the EIC. Extra charges will not be applicable.

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1.3.44 Coating Peel Off test including Excavation, coating repairing, backfilling work and health Checkup of coating of underground pipeline (including Manpower, Transport & Instruments)

1.3.45 UT- Ultrasonic Thickness verification of various locations (including Manpower, Transport & Instruments)

2.4. CAT Survey:

2.4.1. CAT Survey shall be carried out by Pipeline current mapping survey at all the pipeline sections as mentioned above.

2.4.2. Procedure of the survey shall be submitted for approval of MNGL before the start of survey. The procedure shall be in line with the NACE/ OISD standards and Equipment manufacturer's operating instructions, however minimum activities as mentioned in this document shall be performed invariably.

2.4.3. The survey along the pipeline should be carried out after duly identifying the pipeline alignment using the Pipeline Locator's peak and null modes of operation. The pipeline ROU should be identified using temporary markers, at defined distance intervals. This shall facilitate retracing back high current attenuation locations for DCVG survey.

2.4.4. Distance of survey traverse - survey Chainage shall be accurately measured with tape for accurate demarcation. The same shall be re-matched with Pipeline marker Chainage /TLP Chainage, at regular intervals to avoid accumulation of error of measurement.

2.4.5. The measurement by CAT survey shall be done at every 50 Meter of interval along with depth measurement.

2.4.6. The Contractor shall provide the field data (from the CAT instrument) and plots of Pipeline Map current v/s Distance on graph sheets, for analysis and identification of places of high current attenuation. After review of this data, DCVG survey shall be undertaken.

2.4.7. The CP system shall be switched off for pipeline section (from one Insulation Joint to next insulation Joint) for the purpose of the survey.

2.4.8. CAT survey need not be conducted in streams/rivers/canals where flowing water makes it difficult to conduct the survey.

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2.4.9. The progress and data report shall be submitted to MNGL on daily basis.

2.4.10. The suggested format for CAT survey report shall be as per MNGL Requirement.

2.5. DCVG Survey:

2.5.1. A detailed procedure to carry out DCVG survey shall be submitted for approval prior to starting of the work.

2.5.2. Contractors shall carryout analysis of CIPL survey data and identify the probable defect locations for carrying out DCVG survey at these locations after consultation with the EIC/AIC for finding the exact size and location of the coating defects.

2.5.3. Contractor shall further carry out DCVG survey on the indicative areas of the fault locations to pinpoint the exact location i.e. epicenter of coating faults and other meaningful data like interference, drainage etc. For carrying out DCVG survey high sensitivity mili voltmeters and current interrupters shall be used to get accurate results.

2.5.4. To facilitate the measurement of DCVG Signal strength at Test stations, DCVG potential (Von) during switched on instant of CP system and DCVG potential (Voff) during switched off instant of CP system at each measurement point shall be measured. It is specified that CP current should be continuously switched on and switched off and the ratio between the switch on and switch off periods of CP current should be 1:2.

2.5.5. Nearest TR/CPPSM unit shall be interrupted for DCVG survey work. The output of TR/CPPSM unit along with interrupter shall be adjusted in such a way to achieve good signal strength at longer distances as the most important parameter in ensuring an accurate survey is the amplitude of DCVG pulsed signal. In case of survey area falls at center of two CP units, one CP unit shall be switched off for time being. The amplitude of DCVG signal strength shall be not less than 500 mV and not more than 1500mV.

2.5.6. For any set point, DCVG signal strength can be measured at each test station by touching the bottom of one reference cell to the pipeline terminal in the Test Station and putting the other reference cell on the soil above pipeline.

2.5.7. Contractor shall ascertain locations with GPS coordinates and some referenced physical features like Markers, TLP, Road etc. and magnitude of coating defect throughout the periphery of the pipeline and shall summarize interpretation and recommendation for repair of the coating.

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2.5.8. Accurate location identification drawings should be prepared for each and every coating fault located with suitable survey equipment and permanent markers available around that area for subsequent coating repair activity along with details of nearest pipeline marker/TLP and Chainage.

2.5.9. All coating defects shall be peg marked on surface using temporary markers with specific nos. and their start /end Chainage with GPS coordinates shall be recorded.

2.5.10. After completion of the survey and analysis of the report, size and location of the defects are to be categorized as Minor/Moderate/Severe and anodic / cathodic in accordance with NACE standard and criteria.

2.5.11. Contractor shall divide the total probable defects as under.

a) Coating defects with 80% confidence level: - These defects shall be minimum 10% of total probable coating defects of all sizes for a particular pipeline section. These defects shouldn't have confidence level below 80% during dig/ field verification. These defects shall verified by MNGL at his own cost, but in presence of the contractor or its representative to witness. In case of confidence level found below 80%, then contractor has to re-survey the entire section without any extra cost to MNGL If contractor fails to do re-survey or verification of above defects, no payment against DCVG Survey work will be released to him for that particular pipeline section. If any payment on pro-rata basis already made to contractor, same shall be recovered from subsequent RA bills for that particular pipeline section.

b) Coating defects with less than 80% confidence level: - These defects will not be dig verified.

2.5.12. EIC/AIC of the respective region shall witness the coating defect during dig verification with respect to the defects reported in the survey and accordingly the report will be signed jointly by the contractor and EIC / AIC. The coating defect shall be photographed with proper numbering of the defects before and after carrying out coating repairs. Coating repair shall be carried out by MNGL at his own cost. Copy of the same shall be a part of the final report.

2.5.13. The suggested format for DCVG survey report shall by as per MNGL requirement.

2.5.12. 4. Incorporating all the verification surveys data as the part of final report.

3.0 Report Analysis & Deliverables:

Report analysis & deliverables are the soul/ essence of this survey, hence careful analysis and proper reporting is very-very essential on arriving or reaching final conclusion. Therefore, MNGL procedure and formats to be followed in totality.

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3.1. CIPL Survey:

3.1.1. For the purpose of the CIPL survey analysis, the limits of OFF PSP with respect CuCuSo4 (Half-cell) shall be between (–) 850 mV to (-) 1200 mV.

3.1.2. Abrupt variations in OFF PSP should be considered for the analysis. Corrosion considerations should be also incorporated.

3.1.3. Abrupt variations in ON PSP should also be considered for the analysis. Corrosion considerations should be also incorporated.

3.1.4. The data shall be analyzed & documented in the report in view of the following: - Identify the effectiveness of CP system over the entire length of pipeline. - Identify the under and over protected zones. –

Identify the zones for any type of interference for stray current pick up and discharge or at a risk of Interference corrosion along the pipeline including location for further necessary action by MNGL.

- Identify the possible shorted casings or unintentional contact with other metallic structures.

- Identify the any Anodic & Cathodic area for the Pipeline section covered under lateral CIPL survey

3.1.5. The CIPL survey results to be produced in the tabulated form as well as graphical representation. Graph should be plotted in A-4 size landscape page set up covering maximum of 1 Km of Pipe length. It should also contain the lines for min. and maximum OFF PSP limits, Pipeline segmentation showing good/ poor CP protection, terrain physical features along with their legends. The lines of the ON & OFF PSP in the graph should be of different colors.

3.1.7. Hard copy reports should be submitted for each maintenance bases falling in the Pipeline section along with a copy to EIC of the work. Along with this, one no. of editable soft copy and one non editable soft copy should be submitted to concerned maintenance bases as well as EIC.

3.2. CAT Survey:

3.2.1. CAT survey analysis shall be done to identify and segment the Pipeline section based on coating condition to enable for pin pointing the coating fault location by DCVG/CAT with ‘A’ frame survey.

3.2.2. Wherever there are abrupt changes in current observed in a segment than the normal current trend in other segments, such zones needs to be considered for further study by DCVG/CAT with ‘A’ frame survey.

3.2.3. CAT survey report shall also incorporate the System conditions like indicating the CP stations that were switched off, Date of survey, CAT transmitter power source details like set current and mode of operation and location of CAT transmitter.

3.2.4. The final report documentation of CAT survey as a minimum shall involve the each transmitter setup with its unique serial no. along with the Pipeline current measured

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for easy identification. The serial no. shall be uniquely identified for each IJ-IJ section. It shall also include the System conditions like CP stations that were switched off, Date of survey, PCM transmitter power source details like set current and mode of operation and location of PCM transmitter and in Remark column features like TLP/KM marker/Road/Canal/River/Power line crossings etc.

3.2.5. Results of survey shall indicate Survey Chainage, Pipeline Chainage, GPS Coordinates current, Depth and Remarks column which shall indicate the pipeline features like TLP/KM marker/Road/Canal/ River /Power line crossings etc.

3.2.6. The CAT survey to be produced in the tabulated form as well as graphical representation. Graph should be plotted in A-4 size containing Pipeline segmentation showing Good/ Poor Coating, terrain physical features along with their legends.

3.2.8. Hard copy Reports should be submitted for each maintenance bases falling in the Pipeline section along with a copy to EIC of the work. Along with this, one no. of editable soft copy and one no. no editable soft copy should be submitted to concerned maintenance bases as well as EIC.

3.3. DCVG Survey:

3.3.1. DCVG Survey analysis shall be done to pin point the coating fault with its orientation & size and should be peg marked.

3.3.2. Location identification drawings should be prepared for each and every coating fault with GPS coordinates referenced with physical features like permanent markers etc. available around that area for subsequent coating repair activity.

3.3.3. DCVG % IR Calculation:

The Calculated Pipe to remote earth Potential (P/RE) are calculated using the following formula.

$$P/RE = S1 + \frac{dx (S1 - S2)}{(d2 - d1)}$$

Where:

P/RE = Pipe to remote earth DCVG signal magnitude (mV)

S1 = DCVG signal amplitude to remote earth at Test Station-1 (downstream TS, in mV)

S2 = DCVG signal amplitude to remote earth at Test Station-2 (upstream TS, in mV)

d1 = Distance of Test Station-1 (m)

d2 = Distance Test Station-2 (m)

dx = Distance of defect location from Test Station 1 (m)

Once a Coating defect is located, its % IR is estimated by measuring the potential difference from the epicenter of the coating defect to remote earth (OL/RE). This potential difference is then expressed as a percentage of the total calculated potential shift on the pipeline at the Coating defect location (P/RE), as shown in the Equation below.

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%IR (Coating defect severity)= $\frac{\text{Over the line to remote earth mV(OL/RE)} \times 100}{\text{Calculated pipe to remote Earth at Indication mV (P/RE)}}$

3.3.4 Coating defects are to be analyzed and categorized as Minor/Moderate/Severe as given below:

Coating Defect Severity “ % IR”	Recommendation
0-15 %	Characterized as Minor or small coating faults. Such coating faults can usually be left unrepaired provided the pipeline cathodic protection is good and there are not too many small coating faults in close proximity .However if such area is falling in probable AC interference zones same need to be rectified within normal scheduled maintenance activities as such defect size are prone to AC Corrosion
15-35 %	Characterized as Moderate or medium coating faults. These coating faults needs repair usually within normal scheduled maintenance activities.
35-100 %	Characterized as Severe or large coating faults. These coating faults needs to be repaired at earliest

The list of pipeline section, TR unit details, TLP details, Locations for Ultrasonic thickness measurement and Coating peel test will be provided to vendor before commencement of activity.

Scope of work for Monitoring & Maintenance of Cathodic Protection (CP) System, Sindhudurg GA.

2. INFORMATION

MNGL intends to have AMC for Cathodic Protection System for MNGL laid steel pipeline etc. under jurisdiction of Sindhudurg GA in India. The brief scope of work under this contract is Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of

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Sindhudurg GA which involves preventive and breakdown maintenance as well as minor maintenance job as & when required.

For monitoring & maintenance work, the contractor shall execute the Job as per MNGL's SOPs or instructed by EIC and arrange the skilled & unskilled manpower, vehicle, necessary tools & tackles etc. which is required to complete the job as per schedule timeline and submit the certificate for asset protection on completion of monitoring & maintenance work. Contractor shall also submit the detailed report in appropriate format within stipulated time as communicated by EIC.

SUMMARY OF WORK

The scope of the Work is defined in the tender is not limited to the following but also covers all the requirement like liasoning, manpower, resource, tools, equipment, material etc. which required to complete the job on time and covers the pipeline under protection or healthiness as per the instruction and direction by EIC. The SOR covers the regular inspection/ maintenance of the system and mitigation of the observations during the maintenance etc prior approval form EIC.

Contractor shall be required to deploy all requisite resources timely in sufficient quantities so that the awarded work can be executed simultaneously on different pipelines without affecting the progress as per site requirements.

The scope of work under this contract is broadly divided into three categories,

Preventive Maintenance Jobs: Monitoring of Cathodic protection system is required to carried out as defined by OISD & PNGRB Standards, For monitoring activity, the contractor shall engage his skilled technician with vehicle, tools & tackles etc.

Breakdown Maintenance jobs: In case, if it observed that there is any breakdown maintenance required to be carried out in the ICCP system at any CP station/TLP location or Pipeline locating job on emergency, the contractor shall be informed to attend the same on priority.

Planned maintenance jobs: Minor maintenance jobs which does not required immediate attention but required to be carried out with in stipulated time

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frame. These jobs includes TLP Maintenance, Shifting of TLP's, TLP Painting, laying of cables, Pin brazing etc. These are part of SOR items & given in detailed scope of work.

1.1 MANPOWER, TOOLS, TRANSPORTATION REQUIREMENTS etc.

The contractor shall deploy the relevant and experience manpower to carry out work efficiently & safely. In case, the deployed persons are found to be unsuitable for the work at any time, the contractor shall ensure immediate replacement of person(s).

Contractor shall be responsible for arranging alternate manpower in case of leave of deployed person. All personnel shall avail OFF after 48 hours of work in week. Contractor shall note that no extra hours'/overtime payment shall be paid.

Contractor shall arrange necessary vehicle / any other suitable means of transport for maintenance activities of Cathodic Protection works for manpower & tools mobilization from base maintenance location to adjoining pipeline location. It is contractor's responsibility to arrange the required means of transport including payment of all charges towards transport fare, fuel cost, toll charges, all type of taxes and fines and levies if any and any other incidental expenses towards transportation of crew.

Any delay in carrying out maintenance activities (CP Monitoring) due to unavailability of vehicle/transport/Manpower/ Tools etc. means shall be on contractor's account. Contractors shall plan the timely execution of the jobs. Failing, which may attract the penalty as per contract.

Contractors shall hire CP Expert having CP Level 2 certificate for review & validation of monitoring reports, CP system (complete/ part) and provide observation (if any) with mitigation for the same in line to issue the certificate of healthiness of system. The Contractor must deploy an In-charge/ Engineer with a minimum qualification of Diploma in Electrical Engineering with a minimum of 3-5 yrs. Of experience & in-depth knowledge in CP

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No overtime charges etc. will be paid by MNGL for carrying out any maintenance, survey jobs etc. Bidder is expected to estimate and build this cost into the individual SOR items.

1.2 REPORTING:

The contractor at all-time shall maintain all the site reports, Documents etc as per the job performed at site time to time and the whole document shall be preserved and shall be produced whenever asked for.

The contractor shall submit month-wise PM execution plan in line with MNGL's schedule and SOPs. Contractor must coordinate with local authorities, public etc to perform the job and ensure the timely completion of the same. Also submit the daily progress during the activity days or as per instruction by engineer-in- charge.

Contractor shall submit a monthly report detailing the PM activities carried out in the month **and record/ reports prepared for the same**. CP Expert (**NACE Level 2/3**) shall review & approve the reports prepared and give the certificate for Pipeline protection, recommendation for corrective action, if required. CP expert need not be report at MNGL location on daily basis, however he/she shall be available for any assistance/guidance for attending any breakdown/special jobs.

Reports of Monitoring and Maintenance activities carried out shall be submitted to EIC/AIC as per instruction. Contractor has to analyze the maintenance works as per Schedule issued from time to time and as per Time period defined.

After completion of each job, vendor shall submit detailed & summary report for pipeline section, Report shall be prepared at site & reviewed by NACE "International CP-2. The vendor shall also submit the recommendations for mitigation measures for the same. The cost of hiring CP expert/specialist (traveling, lodging & boarding if required) shall be borne by the Contractor and is deemed to have been included in the offered/accepted rate.

Any critical information shall be reported to EIC and AIC immediately on e-mail.

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The Contractor in his recommendations for mitigation measures shall submit the detailed drawing, Specifications, location for installation, quantity required etc. of the mitigation measures and equipment's to maintain Integrity of our CP system.

Material composition certificate, Test reports from reputed test laboratories,
 Manufacturer's Test reports shall be submitted for all type of anodes supplied
 i.e. Magnesium, Zinc, MMO Anodes.

The maintenance reports as per the schedule of each section shall consist of the monitoring and maintenance carried out of the CP system during the period as per schedule. The report may include the followings points:

- Executive Summary - The executive summary shall present the highlights of the monitoring and maintenance activities which includes,
- Item-wise specific observations / comments with regards to status
 /performance of,
 (1) Overall CP System
 (2) ICCP Stations
 (3) Test Stations
 (4) Specific observations / comments with regards, DC traction system, Other sources noticed etc.
 (5) Any maintenance carried out during the month.
 (6) Any Special observation related to C.P. Monitoring.
 (7) Area of concern.
 (8) Detailed data, item-wise, with a separate Data Sheet for the presentation of complete data collected during maintenance of the items mentioned below:
 - TRU / CPPSM/A.C. D.C. UNITS
 - Reference Cell Junction Box
 - Anode Junction Box
 - Cathode Junction Box
 - Permanent Reference Cells
 - TLP's
 - Kirk Cells, Polarization cell, grounding electrodes, grounding cells.

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- ON - OFF Survey
- Insulating Joints and surge arrestors
- Details of the maintenance work carried out during the month.

Details of the maintenance work carried out during the month.

Any special report that MNGL may require from CP Expert for review / analysis of status / performance of equipment / system with reference to results of monthly monitoring / maintenance works.

The bidders shall note that they shall have to carry out their work in close co-ordination with other contractors' agencies working in the same premises.

2. DETAILED SCOPE OF WORK

The scope of the Work is defined in the tender is not limited to the following but also covers all the requirement like liasoning, manpower, resource, tools, equipment, material etc. which required to complete the job on time and covers the pipeline under protection or healthiness as per the instruction and direction by EIC. The SOR covers the regular inspection/ maintenance of the system and mitigation of the observations during the maintenance etc prior approval form EIC.

The contractor at all-time shall maintain all the site reports, Documents etc as per the job performed at site time to time and the whole document shall be preserved and shall be produced whenever asked for.

2.1 ICCP SYSTEM MONITORING:

The detail of jobs to be carried out under these item shall be as follows:

A. MONITORING OF TRU /CPPSM UNIT:

The following jobs have to be carried out and all the listed parameters have to be noted.

- a) Measure Input AC voltage
- b) Measure Input AC current
- c) Measure Input DC voltage
- d) Measure Input DC current

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- e) Measure Output DC Voltage
- f) Measure Output DC Current
- g) Measure all Reference Cell potentials and check them with respect to internal pre-set potential
- h) Measure PSP at nearest Test station and check it with respect to external calibrated RE cells simultaneously.
- i) Check AVCC / Auto Modes Operation.
- j) Check Current Limit, Note coarse and fine settings.
- k) Check accuracy of panel meters by using a portable meter, any noticeable variation to be noted.
- l) Malfunctioning of any card/ display to be reported to MNGL for necessary action. Vendor shall arrange the same through equipment manufacturer.
- m) Adjustment of TR / CPPSM Settings, if and when required, for maintaining the lowest RE measured PSP between (-) 0.85 and (-) 1.20 volts range
- n) Minor problems occurring due to fuse blowing, cable connections etc shall be rectified immediately.
- o) All electrical / mechanical maintenance including cleaning of CP panel, boxes, terminals etc shall be carried out.
- p) Check the back EMF and AC pick up in the DC output of the panel.
- q) Check the tightness of earthing cable/strip.
- r) Testing of Lightning arrestor in the CP panel

B. MONITORING OF PERMANENT REFERENCE CELL:

The following jobs have to be carried out and all the listed parameters have to be noted.

- a) Check the reference cell connections
- b) Check the PSP reading with respect to the Permanent reference cells by measuring the voltage across the Fe cable and the Permanent reference cable.
- c) The PSP measurement shall be done using the calibrated reference cell near the Reference cell junction Test post and the comparison shall be made by the calibrated reference cell.
- d) Minor problems occurring due to cable connections etc shall be rectified immediately.

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C. MONITORING OF ANODE AND CATHODE JUNCTION BOX:

a. Monitoring of Anode Junction Box:

The following jobs have to be carried out and all the listed parameters have to be noted.

- a) Put on the AVCC mode at the TRU end check/set the current value. Measure the current at DC output at the TRU/ CPPSM.
- b) Measure output current of all anodes through the measurement of mV at the Shunt.
- c) Check if the summation of current at AJB is matching with set value at TRU.
- d) Check the resistor condition
- e) Check main anode header cable and anode lead cables connections
- f) Check conditions of AJB enclosure, door, mounting frame etc.
- g) For anode ground beds that show break down of anode circuit devices / continuity of cable circuits / relatively high resistance of anode circuits / anode bed carry out tests to check the existing performance of anode ground bed.
- h) Repair cable terminations inside anode junction box, if required.
- i) Repair cable terminations at TRU / CPPSM, if required.
- j) Check / clean / repair (if possible) to reduce contact resistance at shunt and resistor terminals.
- k) Make the anode circuit electrically continuous to make the anode operative till its circuit devices are repair / replaced.
- l) Provide (if possible) some temporary arrangement for closing the door of anode junction box till its damaged door / lock is replaced
- m) Minor problems occurring due minor cable connections etc shall be rectified immediately.
- n) Check the ground anode bed resistance

b. Monitoring of Cathode Junction Box:

The following jobs have to be carried out and all the listed parameters have to be noted.

- a) Check proper connection between main cathode header cable and pipe cathode lead cable.

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- b) Check conditions of AJB enclosure, door, mounting frame etc.
- c) Minor problems occurring due minor cable connections etc shall be rectified immediately.
- d) Take reading at the nearest TLP at the CP station.

3. MONITORING OF DIODE STATION:

The following jobs have to be carried out and all the listed parameters have to be noted

- a) Measure PSP by using portable copper-copper sulphate reference electrode.
- b) Measure drain current on panel meter.
- c) Measure pipe to track potential on panel meter.
- d) Measure track -to-soil potential using portable copper - copper sulfate reference electrode.
- e) Check accuracy of panel meter(s) by using a portable meter, if and when the meter indicates noticeable variation from the normal / expected value
- f) Adjustment of variable resistor, if and when required, for maintaining the PSP between (-) 0.85 and (-) 1.20 volts range.
- g) During the monitoring of the Diode Station, if any AC Interference (AC Voltage/ AC Current) on pipeline noticed by the contractor must inform to Engineer In Charge.
- h) Check conditions of Diode Station Box enclosure, door, mounting frame etc. Any damages to the Diode Station to be recorded and shall be informed to the Engineer In Charge.
- i) Any problem noticed during the Diode Station monitoring to be attended by the contractor without any delay and in consultation of Engineer In Charge.
In case for diode bond stations that do not operate properly due to break down of panel meters / devices etc / continuity of cable circuits
- j) Carry out tests to check the existing performance of diode bond station
- k) Repair cable terminations inside diode bond station box, if required.
- l) Repair cable terminations at the rail track, if required.
- m) Repair diode bond station to rail track / pipe signal cable, if

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- required
- n) Replace fuses inside diode bond box, if required

For any abnormality noticed during monitoring the same to be informed to MNGL.

All the monitoring report shall be submitted as per schedule & specified format, the specified format shall be provided by MNGL to successful bidder after award of job.

2.2 TLP MONITORING:

The contractor's scope includes recording of Pipe to Soil Potential (AC & DC) of carrier pipelines using GPS Based data logger of standard make at all the Test lead points of pipelines.

Monitoring team shall carry Data Loggers with built-in GPS System during PSP monitoring activities for recording the PSP data (AC & DC) and GPS Coordinates in real time with time stamp. Reports containing PSP Data & Coordinates (Latitude-Longitude) details with time stamp shall be submitted to EIC in RAW data files on daily basis & detailed report (soft & hard) after completion of monitoring activity.

Following jobs to be carried out as per the frequency mentioned in each section for monitoring of TLP, Kirk Cells and Surge diverter testing as per the frequency mentioned in each subsection.

A. TEST STATIONS - PSP MEASUREMENTS:

The following jobs have to be carried out and all the listed parameter has to be noted.

- Measure carrier line PSP & AC Voltage at all test stations using calibrated portable copper-copper sulphate half-cell.
- List the fluctuation in PSP observed.
- The PSP has to be put in graphical form.
- Measure casing pipe PSP using calibrated portable copper-copper sulphate half-cell at cased – crossing type test stations.
- Check cable lead terminations
- Check conditions of Test Station Box enclosure, door, mounting frame etc

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B. TEST STATIONS - KIRK CELL/ SSPC/GROUNDING ELECTRODE:

The following jobs have to be carried out and all the listed parameter has to be noted.

- a) Measure carrier line PSP, AC Voltage using calibrated portable copper-copper sulphate half-cell.
- b) Grounding Electrode- Measure potential of grounding electrode using portable copper - copper sulfate half -cell.
- c) Measure the AC Current density wherever Coupon is installed
- d) Grounding Electrode - Measure resistance between grounding cell electrodes where applicable.
- e) Kirk Cell/SSPC - Check KOH level and take necessary action to maintain KOH level as required.
- f) Check cable lead terminations
- g) Check conditions of Test Station Box enclosure, door, mounting frame etc.

In case the Kirk Cell electrolyte is found contaminated. The contractor shall remove the existing electrolyte and replace it with new electrolyte topped up till higher level of the electrolyte level marked on the cell.

C. TESTING OF SURGE DIVERTER:

The following jobs have to be carried out and all the listed parameter has to be noted.

- a) Measure the resistance across Surge diverter terminals in open circuit & closed circuit conditions [By applying 500V DC]
- b) Check physical condition of Surge arrestor

D. TESTING OF INSULATION JOINTS:

The following jobs have to be carried out and all the listed parameter has to be noted.

- a) Measure carrier line PSP on Upstream and Downstream side of Insulating Joint using calibrated portable copper-copper sulphate half-cell. The potentials shall be measured during both instant ON and instant OFF conditions of local ICCP Station
- b) Measure resistance between Upstream and downstream sides of Insulating Joint (the report should include detail whether the

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insulation joint is normal (open) or has been externally short-circuited)

- c) Check cable lead terminations
- d) Check conditions of Test Station Box enclosure, door, mounting frame etc.
- e) Check condition of Surge arrestor.

E. INTERFERENCE BONDS AT FOREIGN LINE CROSSING

Following job to be carried out & parameter to be noted,

- a) Check the bonding, if any at foreign line crossing
- b) Measurement of Foreign line pipeline potential

F. CURRENT DENSITY ANALYSIS:

Contractor shall carryout Current density analysis of pipeline based on current consumption data recorded during ICCP Monitoring, Format for current density shall be provided by MNGL.

Current density analysis shall be carried out quarterly & comparison to be made quarter wise with respect to design current density of pipeline section & report submitted.

2.3 ON – OFF SURVEY:

The contractor's scope includes recording of ON-OFF Pipe to Soil Potential & AC voltage of carrier pipelines using GPS Based data logger of standard make at all the Test lead points of pipelines.

Monitoring team shall carry Data Loggers with built-in GPS System during PSP monitoring activities for recording the ON-OFF PSP data & AC Voltage and GPS Coordinates in real time with time stamp. Reports containing PSP Data & Coordinates (Latitude-Longitude) details with time stamp shall be submitted to EIC in RAW data files on daily basis & detailed report (soft & hard) after completion of monitoring activity.

Following jobs to be carried out as per the frequency mentioned in each section for carrying out ON- OFF Survey, Line current

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measurement, Insulation joint as per the frequency mentioned in each subsection.

A. ON-OFF SURVEY:

The following jobs have to be carried out for the ON-OFF Survey of the pipeline.

- a) Put the GPS Interrupter/Timer at two CP Stations between which the survey has to be carried out.
- b) Synchronize the timer. Adjust the DC Output current in AVCC mode (normally observed in Auto Mode or required for meeting the Internal Reference Voltage setting in AVCC mode.
- c) Take the PSP ON-OFF (16:4) Potential at all the CP Test Posts, also measure the AC Voltage at each TLP Locations & AC current density wherever coupon is installed
- d) Display in the graphical form. The Graph shall be drawn in the region between the two stations.

The contractor shall carry GPS Interrupter, necessary tools & tackles while survey.

B. TEST STATIONS – PIPELINE CURRENT MEASUREMENT (AT B TYPE TLP'S) :

The following jobs have to be carried out and all the listed parameter has to be noted.

- a) Measure carrier line Potential using calibrated portable copper-copper sulphate half-cell.
- b) Determine line current calibration factor (Amps per Millivolt) for the measurement section
- c) Measure magnitude and polarity of potential drop across the cable terminals for line current measurements
- d) Calculate magnitude of pipeline current flowing in the test section (the report shall include both magnitude current and direction.
- e) Check cable lead terminations.
- f) Check conditions of Test Station Box enclosure, door, mounting frame etc.

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2.4 SUPPLY & INSTALLATION OF POLARIZATION COUPON

The contractor shall quote for Supply & installation of polarization coupon at each location in consultation with EIC. Supply & installation of polarization coupon of adequate size at test station as per NACE SP 0104-2014, Magnetic Read Switch, Magnet and associated consumables etc. are in the scope of contractor. Installation shall include all associated electrical, civil (excavation) & mechanical works. Polarization coupons with measurement cables shall be installed at identified susceptible locations in co-ordination with EIC and shall be installed for verification of field data with calculated value. Polarization coupons shall be used for establishing/ measurement of current densities at all susceptible locations

location as per NACE SP 0104-2014 i.e. HT/EHT lines, AC traction, Foreign utility/structure, HVAC/HVDC line etc. crossings / length of parallelism. AC/DC current density & AC, DC PSP shall be measured on a representative holiday by installing metallic polarization coupons of the same pipe material, with a known coating holiday of size in the range of 1 Cm². Coupons shall be installed for measuring AC Current Densities, and finding ratio of AC/DC Current Densities etc. Coupon installed for measuring current density must be supplied with connected to the pipeline through appropriate zero resistance ammeter (having least count 0.001 Amps) in TLP. The methodology for coupon installation & commissioning shall be as per ISO 18086:2015. Polarization coupon shall be positioned in ground near to pipeline at the same depth (within 200 mm from Pipeline), a wire connected to the coupon, routed to the surface to Test Station (TLP) and connected to the pipeline through appropriate shunt in TLP. Excavation & backfilling for coupon installation shall be included in the item.

2.5 SUPPLY & INSTALLATION OF REFERENCE CELLS

The contractor shall arrange to supply and install permanent reference cells as per instruction of Engineer In-Charge including excavation, laying of reference cell near to the pipeline within 200

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mm from the pipe and backfilling the entire trench and restore the site nearer to its original condition.

Contractor shall supply and install permanent Ref. Cells as per the following specification:

Copper -Copper Sulphate (Cu-CuSO₄) Permanent reference cells with 10 Mtr cable(XLPE ,4 sq. mm) pre-packaged with backfill and of make Mc Miller/Tinker & razor or equivalent including excavation and backfilling of trenches, reference cell cable laying up to test station as per procedure , termination of lead cable in the test station, labour, tools-tackles, consumables like sand, bricks, lugs, MS/Brass nuts, bolts, washers insulating tapes etc. complete in all respects as per specifications and the direction of EIC.

The permanent reference cell shall be installed close to the pipeline usually 200mm in horizontal position and at the same depth as of the pipeline or 200mm above the pipeline. QC/Calibration certificates of the Reference Cell shall be submitted by the contractor.

Features Required for the Reference Cell: Permanent reference cell shall require following features,

- (i) Rugged Ultraviolet and chemically resistant inert ceramic tubing.
- (ii) Continuous moisture retaining capability with preheated uniform, controlled ceramic porosity.
- (iii) The gel to be filled up to the standard level and no requirement of external moisturing.
- (iv) Excellent shelf life
- (v) Stability +/- 5 mv
- (vi) It shall withstand temperature from -15 C to 90 C
- (vii) Each Cell shall be tested and provided with batch test certificate.
- (viii) It shall be packed properly so that shall not get damaged during transportation.

Application:

Direct burial near the underground pipeline for permanent arrangement of pipe to soil potential measurement at test station as

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well as to connect the cable tail of TRU/CP/PSM/ ACDC Unit Reference Cell point in reference cell junction box.

The contractor shall arrange to supply & install direct burial type permanent reference cells as per instruction EIC. Contractor shall supply permanent Ref. Cells as per the following specification: Copper -Copper Sulphate (Cu-CuSO₄) Permanent reference cells with 10 Mtr cable (XLPE ,4 sq mm) pre-packaged with backfill and of make Mc Miller/Tinker & razor or equivalent. The material, manpower and mobilization and demobilization charges required for the job shall be considered in the quote to complete the job

2.6 SUPPLY & INSTALLATION OF SOLID STATE POLARIZATION CELLS

The contractor shall quote for supply & installation of Solid State Polarization cell of Make as approved by EIC. The solid state polarization cell shall be capable of blocking stray DC Voltages & shall be used for DC isolation & for AC Interference mitigation for cathodically protected pipelines.

Polarization cell shall be utilized for passage of AC induced voltage on the pipeline in the vicinity of AC transmission lines to earth during normal as well as fault conditions. It shall maintain the isolation between grounding anode and pipeline so that CP current shall not be consumed by grounding anode. Polarization cell shall be installed in vandal proof areas in an IP-65 enclosure. Contractor to supply Solid state Polarization Cell with enclosure and necessary material required for making connection arrangement between Polarization cell and grounding anode inside enclosure as per requirements of polarization cell manufacturer.

The contractor shall arrange his teams for replacement of existing electrolytic Kirk cell (KOH Based) with installation of SSPC at required locations & also at new TLP locations

Contractor shall also submit the Inspection & test plan for Solid state polarization cell & after approval from EIC & getting the clearance for dispatch, contractor shall deliver the material at locations. EIC reserve the right to inspect the material & may witness the final inspection before dispatch from vendor workshop/site.

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The contractor shall submit Test certificate, Inspection record & data sheet of material.

Please note, Installation of any TLP's & Grounding cell, if required shall be separately paid under different items.

2.7 ANODE BED MAINTENANCE

The scope covers carrying out maintenance of Anode Ground Bed of Horizontal / shallow vertical Anode Bed complete with providing earth activation compound, coke-breeze, salt, Water as per requirement, including excavation of trench for creating bund (approximately 2.5 m depth x 1.5 m width x 60 m Length) & backfilling and restoration so as to reduce the Anode Bed-to-Earth resistance within acceptable limit of 1 ohm or less. The Vendor/Contractor is required to measure/record the individual Anode to earth resistance and total Anode bed to Earth resistance prior to and after carrying out the maintenance of the Anode Ground Bed. The Vendor/Contractor is required to submit the detailed procedure based on the data, input from site, before carrying out the work at site. Providing and making all requisite material of best quality, consumables, manpower etc. available at site is in the scope of this item. Supply of new TLP door as per direction of Engineer In Charge.

2.8 SUPPLY & INSTALLATION OF SURGE DIVERTER

Supply and installation of spark gap arrestor rated for Lightning impulse current 50kA, 10/350 micro-sec, (make - OBO Betterman / DHEN GMBH/ Dairyland or any other standard make) across M IJ's/FIJ's, complete in all respect including providing necessary hardware, consumable are covered in the scope. Spark Gap Arrestor shall be re-usable type within their rating/ capacity

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2.9 SUPPLY & LAYING OF GROUNDING CELLS

The contractor shall quote for Supply & installation of Zinc anode/Magnesium grounding cell 11Kg with minimum 10-meter length cable including all tools, tackles, consumables, labour, chemical back fill, backfilling, cable to insert joint , laying of tail cable, cable termination at Test station complete and in all respect as per drawing, specification and as per direction of Engineer In charge,

2.10 SOIL RESISTIVITY SURVEY

The job includes,

- Measurements of the soil resistivity's shall be taken at desired intervals and at sites where it is estimated that changes in the physical layout of the corridor would produce significant amount of induced voltages on the pipeline.
- The Wenner method employing four pins shall be used for measurements. The two outer electrodes were used to inject current into the ground and the two inner electrodes were used to measure earth potentials. By using this method, the soil resistivity approximately at a depth of three quarters of the distance between two electrodes can be assessed.
- Soil measurements shall be made in ROU over the pipeline and at critical locations in the shared corridor at the location instructed by AIC.
- The soil resistivity shall be measured by 4 pin-Wenner method with pin spacing 0.5,1,2,3,5, 10, 15, 30 m.

2.11 SUPPLY OF METALLIC CIRCUIT DIAGRAM

The scope under this item is to Supply Printed Circuit diagram plate having thickness approximately 1.5 mm as per the connection scheme of the various type of TLP for CP system. The size of Anodized aluminum plate shall be suitable for fixing inside the door of the TLP. The supplied plate shall be fixed to the door inside the TLP with good quality adhesive. The quality of plate shall be such that the written/printed matter should not fade away over a period of

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time. The diagram plate shall have the details like – Name of PL, S No., type, chainage TLP, and diagram of complete connection scheme showing PL, Ref Cell, Anode, and Coupon etc.

2.12 SUPPLY & INSTALLATION OF SHUNT

The scope covers supply and installation of Shunt 5 Amp 50 milivolt rating as specified by EIC for measurement of DC or AC current. The Scope includes measurement of actual current across electrical circuit through clamp meter or through precision shunt. Maximum range of current through circuit to be ascertained & properly rated shunts to be installed or as specified by EIC. Shunt to be installed at AJB or CJB or any TLP & termination with supply of all requisite hardware is also a part of the scope. Report on Measurement of parameters with error at each installed location shall be submitted along with the technical specification, data.

Specifications of Shunt: High precision shunt in high temperature variations. Current rating as per actual current measured with clamp meter /portable precision shunt & with +/- 25% band range. The Shunt found defective/non- functional during the period of AMC shall be replaced free of cost, without any cost implication to MNGL.

2.13 SUPPLY & INSTALLATION OF VARIABLE RESISTOR

The scope covers supply and installation of Variable resistor of Resistance of rating 10 Ohm as specified by EIC for voltage drop of potential. The Scope includes measurement of actual current across electrical circuit through clamp meter or through precision shunt, calculation of value of resistance & wattage required as per measurement. Maximum & minimum range of current & voltage drop through circuit to be ascertained & properly rated resistance with variable setting either through pots or sliding contacts to be installed or as specified by EIC. Calculation data /design is in the scope of contractor & must be approved by EIC & Voltage drop required across circuit will be specified by EIC/ Site Engineer. Equalizing resistance to be installed at AJB or CJB or any TLP (For Foreign P/L

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crossing Equalizing) & termination with supply of all requisite hardware is also a part of the scope. Report on Measurement of parameters with error at each installed location shall be submitted along with the technical specification, data. The Equalizing resistance found defective/non-functional during the period of AMC shall be replaced free of cost, without any cost implication to MNGL.

2.14 SUPPLY & INSTALLATION OF TLP AS PER INDUSTRIAL STANDARD

Test station shall be a standard product of the manufacturer regularly used for impressed current cathodic protection system. The weatherproof junction boxes shall be supplied in accordance with the following specifications and data sheets.

- Indian Standards Institution (ISI)
- International Electro Technical Commission (IEC)
- American National Standards Institution (ANSI)
- British Standards Institution (BS)

Enclosure:

Shall be completely enclosed, Outdoor type, 3-piece post mounted type, natural air cooled IP55 construction. The cabinet shall be made from 10 SWG/3mm mild steel. The cabinet has hinged front door with neoprene gasket and pad lockable.

Cable Entries:

Cable entries shall be through pipe.

Painting:

Surface preparation SA $\frac{1}{2}$ One coat Epoxy Primer, Two coat of Epoxy Paint IS 631 Shade.

Name Plates and Labels:

All internal component identification labeling is done using Permanent screening/ marker

Input/ Output Terminals:

Stainless steel stud with nut, spring and plain washer Insulation Level in between terminals & body 2KV for 1 minute at 50Hz.

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4. CONCRETE WORK OF TLP

Protecting TLP Box by providing concrete M-20 with Reinforcement cage 6 mm thick and proper shuttering as per the length of TLP including curing as directed by Engineer In charge. The material, manpower and mobilization and demobilization charges required for the job shall be considered in the quote to complete the job

5. TLP REPAIR & MAINTENANCE

The scope of work under this item is to maintain the existing installed TLP, the contractor shall repair & maintain the TLP by installation of termination board (Bakelite plate), terminate all the cable with proper lugs & feruling in the TLP, filling of putty either at the TLP bend or inside TLP, provide the links for connection between two cables & also provide the Allen screws of 6 mm size for closing of TLP Door. Mobilization of tools, material, manpower to site is in contractor scope.

6. TLP BOX SHIFTING

The scope of work under this item is to shift the existing TLP box along with its foundation from existing location to proposed new locations, the contractor shall remove/ without removing the cables from existing TLP & Shift the TLP at new locations, further cable jointing, cable laying & cable termination to TLP shall be done by contractor. Lesioning, Excavation & backfilling of area, cable trench, cable jointing etc covers by the SOR.

2.15 CHECKING OF EFFECTIVENESS OF I.J ONCE IN YEAR

Visual check for cracks, scratches, the support provided to IJ, paint condition etc. Check for any external short of IJ-i.e TLP connections and SGA connections; pipeline supports, U clamps or by touching by other metal utilities and checking Protected side PSP and Natural PSP at Insulation Joint. Clean the joint and make sure that there is no direct metallic connection from one side to the other. It might be necessary to make continuity tests on instrument fittings and electrical earthing points, and joints within manifold areas. Ensure that the cathodic protection system is on. Connect a high resistance voltmeter from one side of the isolation joint to the other and note the voltage. Switch the cathodic

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protection system off and re-record the voltage. The voltage should change substantially and might even reverse polarity if the insulation of the joint is good. MEGGER TESTING: INSULATION JOINT SHOULD BE MEGGER TESTED WITH 1000-volt D.C. MINIMUM RESISTANCE SHOULD BE 5 M Ohm Work should be complete in all respect as per specification and direction of MNGL.

2.16 INSPECTION OF CASED CROSSING ONCE IN A YEAR:

"Four tests should be carried out to check the cased crossing integrity once a year as per the NACE standard SP-0200-2014, namely:

1. Normal Testing
2. Internal Resistance Testing
3. Four wire IR drop Testing
4. Casing Depolarization Testing."

NOTE: ALL THE TEST SHOULD BE DONE AS PER THE NACE INTERNATIONAL STANDARD: SP0020-2014(formerly RP0200).

- 2.17 Marking/labelling of the Chainage No. with Black Paint at every CP Test station during the PSP Monitoring as per site requirements.
- 2.18 Whenever required or demanded by MNGL's EIC/Site-In-Charge, Data collected on Reader/Dataloggers / any other CP Monitoring Equipment shall be downloaded to MNGL's PC at the site.

2.19 Health Survey

24hrs. AC/DC data are logged at HT /foreign pipeline/other crossings (Railway, River, nearby substation area etc., Once in a Quarter). Implement mitigation measures for the CP system for the entire length of the 3LPE Coated pipeline. PSP must be noted for the whole of the pipeline every month and whenever needed. Additional Measures at HT/Electrified Traction crossings/Nearby substation area in the vicinity of the pipeline. Taking PSP in the electronic Multimeter with each location. Digital PSP readings with location and graphical/drawings are to be submitted to MNGL. Min 24 Hr. Data logging at HT Line Crossing with & without taking Polarization Cell & Zinc Anode in the circuit, and if with the grounding system AC/DC voltage is found more than the permissible limit,

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necessary action is to be taken to ground the AC /DC voltage using polarization cells, grounding anodes, diodes, etc. as per instruction of EIC/Owner. The minimum grounding earth resistance shall be maintained at each grounding location at less than 05 (five) ohms. Additional Measures at Foreign Pipeline crossings for safeguarding MNGL P/L ON & Off PSP Reading are to be recorded on the MNGL pipeline at the foreign pipeline crossing with the Interruption of the CP system of the foreign pipeline. Similarly, ON & Off PSP Reading are to be recorded on the foreign pipeline at the crossing with the Interruption of the MNGL CP system. Suppose values are found to be more than the permissible limit mentioned in the protection criteria. In that case, necessary action is to be taken to mitigate the effects by bonding both pipelines through diodes and variable resistances as per instruction of EIC/ Owner, including necessary permission from the owner of the foreign pipeline. The contractor shall maintain an interference-free CP system of the entire pipeline network of M/s MNGL. If MNGL desires, the contractor has to take an opinion from specialists for the Detection/Mitigation of interference.

- 2.20 Cable to pipe connection to charged/Uncharged pipeline by Thermit weld (For Uncharged) & Pin brazing (For Charged), including encapsulation of the relationship by Flask & Hardliner etc.
- 2.21 Supply, installation, Laying, ferrule/tagging, and termination of Cables of different sizes (6 sq. mm, 10 Sq. mm & 25 sq. mm. XLPE insulated, PVC sheathed, Armored/Un-Armored)) as per the direction of EIC.
- 2.22 Supply, installation, testing & commissioning of pre-packed Mg (7.7 kg) galvanic anodes as required.
- 2.23 Supply, installation, testing & commissioning of Zn Grounding Anodes (10/22 Kg. Each) as required.
- 2.24 Supply and installation of Zn ribbon anodes.
- 2.25 Cleaning with a vacuum cleaner, checking earthing cables, connections, nut bolts etc. Removal of vegetation in and around the CP unit during monitoring.
- 2.26 Cleaning of all ventilating screens in the Air-cooled unit for smooth airflow once every three months.

2.27 RESOURCES FACILITIES

- a. Recruitment of Personnel by Contractor-

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The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at the sites.

- b. It is essential that all the persons employed by the contractor should have proper uniforms & I-Cards. & Undergo POLICE VERIFICATION. PV should be completed within three months from the initiation of the contract. Failing this, the Contractor will be penalized @ Rs.1000/- per week per person of delay after 90 days.
- c. Construction Water and Power Supply - The owner will provide No water and power. The contractor should be responsible for arranging water and power at his own cost.
- d. Land for Residential Accommodation – The owner shall not provide any land for residential accommodation of the contractor's staff and labour.
- e. .Non-provision of such an engineer after 12 hours of demand will attract a penalty of Rs. 1000/- per day. Non-availability of an Electrician (ITI), Helper after 12 hrs. of request will attract a penalty of Rs. 600/- per day.
- f. Provision of Transportation (one four-wheeler with driver round the clock, 24 hrs a day,365 days a year) & mobile phone to all manpower will be within the contractor's scope. The absence of a vehicle will attract a penalty of Rs. 1500/- per day.
- g. Due to the exigency of work, the contractor must carry out the work round the clock; making all arrangements, like relieving manpower, water, and food, will be the contractor's responsibility.
- h. Working under the influence of Alcohol will attract a penalty of Rs. 10000/- per incident.
- i. Misbehaving with MNGL Manpower will attract a penalty of Rs 10000/- per episode.
- j. Nonperformance of work as per the SOR, Scope of work, and the maintenance schedule, which in turn will affect the cathodic protection system installed to maintain the integrity of the steel pipeline network, will attract a penalty of Rs 3000 /- per incident.
- k. Contractor must carry out the Ultrasonic Thickness Test as per the SOR of steel pipeline of various Dia (12,10,6,4 & 2 inch) and location suggested by MNGL with proper tool, tackles and ultrasonic meter machine and submit the reports duly certified by NACE Level II expert

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& Vendor has to submit Quarterly the Healthiness certificate of CP system working on Steel gas pipeline for Sindhudurg GA.

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 to suit the detailed method of construction adopted by the CONTRACTOR and the agreed joint program. The WORK shall be carried out to enable the other contractors, if any, to work concurrently.

OWNER reserves the right to fix up priorities conveyed by the Engineer-in-charge, and the CONTRACTOR shall plan and execute work accordingly.

Existing Service Drains, pipes, cables, overhead wires, and similar services encountered in the course of the works shall be guarded against injury by the CONTRACTOR at his own cost so that they may continue incomplete and uninterrupted use to the satisfaction of the Owners thereof, or otherwise occupy any part of the SITE in a manner likely to hinder the operation of such services. Should any damage be done by the CONTRACTOR to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings, the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

- a. **Note: The work which is not covered above but a part of the tender, SOR, Contract documents shall be executed by contractor as per the standard applicable, best practices used in the industries.**
- b.

7. SPECIAL CONDITIONS OF CONTRACT – TECHNICAL

1.0 GENERAL

- 1.1 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 so requires.

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- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, even part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into contract so far as it may practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision 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.
- 1.4 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 this cost and the **value of contract** shall be deemed to have included cost of such performance and provision, so mentioned.
- 1.5 The material, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATION 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.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards General Conditions of Contract, special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i) Letter of acceptance / SO along with statement of agreed variations.
 - ii) Schedule of Rates as enclosures to letter of Acceptance.
 - iii) Job Specification and Approved Construction Drawings
 - iv) SCC (Special Conditions of Contract)
 - v) ITB (Instruction to Bidders)
 - vi) GCC (General conditions of Contract)
 - vii) Indian standards
 - viii) Other applicable standards.

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- 1.7 It will be the CONTRACTOR's responsibility to bring to the notice of Engineer– in– charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any specification covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance standards Engineering practice as per the instructions/ directions of the Engineer–in– charge which will be binding on the CONTRACTOR.

2.0 SITE LOCATION

Cathodic Protection System installed for Steel Pipeline in Sindhudurg GA.

3.0 SCOPE OF WORK

Rate contract for a period of 2 years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA.

4.0 WORKS CONTRACT

The entire work as per scope of work covered under this contract shall be treated as "Work Contract".

5.0 TIME OF COMPLETION & PROGRESS REPORT

- 5.1 The work or part of the work shall be executed strictly as per the time schedule given by EIC. The period of completion given includes the time required for mobilization as well as rectifications etc., if any, and completion in all respects to the entire satisfaction of the Engineer–in–charge.
- 5.2 A Joint program of execution of work to be informed and described by the Engineer–in–charge. This program will take into account the time of completion mentioned above.
- 5.3 Accordingly, contractor submit the construction program as

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instructed by Engineer-in-charge during jointly meeting with the CONTRACTOR based on availability of work fronts and the joint construction program. The contracts shall scrupulously adhere to these targets/ program by deploying adequate personnel, construction tools & tackles and he shall also supply all materials of his scope of supply in good time.

5.4 CONTRACTOR shall give daily reporting with the progress of work done.

5.5 Besides above CONTRACTOR shall submit the monthly maintenance/ progress reports as per work executed by contractor with all reports, TC, Certificates, observations, Mitigation plan if any etc.as per EIC.

6.0 RECRUITMENT OF PERSONNEL BY CONTRACTOR

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at the sites but shall make maximum use of local labour available.

7.0 CONSTRUCTION WATER AND POWER SUPPLY

7.1 No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

8.0 LAND FOR RESIDENTIAL ACCOMMODATION

Owner shall not provide any land for residential accommodation of contractor's staff and labour.

9.0 MEASUREMENT OF WORKS

9.1 Payment will be made on the basis of joint measurements, taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.

9.2 Wherever works is executed based on instruction of Engineer-in-

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charge, or details are not available or inadequate, physical measurements will be taken by the CONTRACTOR in the presence of the Representative of the Engineer-in- charge.

- 9.3 Indian Standard Methods of Measurement (IS 1200), as last amended, shall be referred for measurement purposes, wherever, applicable.
- 9.4 Measurement of weights shall be in Metric Tonnes, correct to the nearest kilogram. Measurement of lengths shall be in Meters, correct to the nearest centimeter.
- 9.5 Bolts, nuts, washer and weld metal weights shall not be added on for structural work and no deduction shall be made for holes drilled. Weights shall be assessed from fabrication drawings/ bills of material prepared by Contractor and reviewed/ approved by Engineer-in-charge, on the basis of IS/ manufacturers hand book. No allowance shall be made for rolling tolerance.

10.0 **INCOME TAX**

- 10.1 Income Tax at the prevailing rate as applicable from time to time shall be deducted from CONTRACTORS bills as per Income Tax Act and quoted Rates shall be deemed to include this.

11.0 **TAXES, DUTIES, OCTROI/LBT, LEVIES ETC.**

The quoted prices shall be deemed to be inclusive of all taxes, duties, octroi / LBT, levies, work contract tax if any etc. till the completion of the contract and contractor shall not be eligible for any compensation on this account. No statutory variation on this account will be payable by Owner.

- 11.1 Contractor shall be registered with Goods & Service Tax Authority and shall furnish his Goods & Service Tax Regn. No. In case he fails to get himself registered with State Tax Authority, Service Order may be cancelled at the option of OWNER. Till the time he is not registered with State Goods & Service Tax Authority, no progress payment shall be released to him.

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11.2 Any Indian Income Tax/Goods & Service Tax on Works Contract which Purchaser may be required to deduct by law or statute, shall be deducted at source and the same shall be paid to Income Tax/Goods & Service Tax Authorities on account of Contractor. Purchaser shall provide the Contractor a certificate for such deduction of tax. The Contractor shall indicate their Permanent Account no. with the relevant Income Tax Authority for this purpose to Purchaser.

11.3 Royalties for construction materials where applicable is included in the unit rates and shall be borne and paid by the Contractor to concerned government authorities of State/ Centre. Owner shall bear no liability in respect of this.

11.4 In case of any dispute about labour content of the Contract Price by the Assessing Authority while computing Goods & Service Tax on Works Contracts,
OWNER/PURCHASER will bear no liability in this respect and the Contractor shall settle the same with Assessing Authority without any claim on OWNER/PURCHASER on this account.

11.5 The Contractor shall produce documentary evidence as may be called for Purchaser in respect of taxes, duties, etc., paid by the contractor, along with RA Bill.

12.0 REGISTRATION UNDER GOODS & SERVICE TAX ACT

Attested copy of certificate for registration under State Government Goods & Service Tax Act in the Performa prescribed by State 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 State Govt. directive / instruction.

13.0 TERMS OF PAYMENT

The Contractor shall raise the Invoice(s) to the Owner for payment of Bills and the billing cycle shall be Monthly. Payment shall be made based on actual work done & certified by the Engineer-in-charge and completion of all contractual obligations. Payment shall be made within 45 days from the date

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of submission of the monthly bill through the account payee at par cheque. If the contractor fails to submit the documents, inspection reports, invoice on given timeline a penalty may applicable as per contract.

14.0 PROVIDENT FUND ACT

- 14.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.
- 14.2 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.

15.0 MOBILISATION ADVANCE (M.A.)

There is no provision of any mobilization advance under this works contract.

16.0 SITE CLEANING

- 16.1 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.
- 16.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

Before handing over the works 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.

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17.0 **CONSTRUCTION**

OWNER reserves the right to inspect all phases of CONTRACTOR's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the CONTRACTOR present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of a OWNER's representative does not relieve the CONTRACTOR of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the CONTRACTOR or any SUB-CONTRACTOR is found by OWNER's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the CONTRACTOR shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

17.1 **Rules & Regulations**

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.

17.2 **Procedures**

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.

17.3 **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.

17.4 **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

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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.

18.0 DOCUMENTATION

18.1 Monthly Submission of reports

Reports of Monitoring and Maintenance activities carried out shall be submitted to EIC as per instruction. Contractors must analyze the maintenance works as per Schedule issued from time to time and as per Time period defined.

The contractor in his recommendations for mitigation measures shall submit the detailed drawing, Specifications, location for installation, quantity required etc. of the mitigation measures and equipment's to maintain Integrity of our CP system.

18.2 Completion Document

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

- a) Test results, Asset healthiness certificates, reports etc.
- b) No claim certificate by the Contractor.
- c) Completion Certificate issued by Owner's Site Engineer.
- d) Material re-conciliation statement of all materials free issued and consumed (if any)
- e) Recovery statement, if any.
- f) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- g) Copies of deviation statement and order of extension of time, if granted.
- h) Copy of statutory clearance as applicable, from competent authority
w.r.t. ESIC, EPF. District / central labor authority.
- i) Copy of goods & service tax assessment from competent authority.

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19.0 **SURVEY AND LEVEL/SETTING OUT WORK**

- 19.1 Before the WORK or any part thereof are begun, the CONTRACTOR's agent and the Engineer-in-Charge's representative shall together survey and take levels of the SITE and decide all particulars on which the survey is to be made, and on which measurements of the WORK are to be based. Such particulars shall be plotted by the CONTRACTOR and after agreement the drawings shall be signed by the Engineer-in-Charge.
- 19.2 The CONTRACTOR shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the CONTRACTOR at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.
- 19.3 The Engineer-in-Charge shall furnish the relevant existing grid point with Bench Mark on the land. It shall be CONTRACTOR's responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall have to employ efficient survey team for this purpose and the accuracy of such setting out work shall be CONTRACTOR's responsibility.
- 19.4 The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (twenty- four) hours' notice in writing of his intention to set out or give levels for any part of the WORK so that arrangements may be made checking the same.
- 19.5 WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.
- 19.6 The CONTRACTOR shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out the WORKS.
- 19.7 Before commencement of any activity, contractor's quality control set up duly approved by company must be available at site.

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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.

Existing Service

The Contractor will familiarize himself with and obtain information and details from the Owner in respect of all existing structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work.

- 20.0.1 Should any damage be done by the CONTRACTOR to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

21.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

- 21.1 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.
- 21.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.
- 21.3 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

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respect of 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.

- 21.4 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.
- 21.5 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/ QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-charge.
- 21.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in- charge.

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.

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CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipment, Special Aids, Cranes, 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. The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

MATERIALS

All materials to be brought by the contractor must be of good quality and the contractor must satisfy the Engineer-in-charge with test reports of the materials procured by him at his own cost. The Contractor must carry out the tests as demanded by Engineer-in-charge and produce a test report from a reputed/ approved test lab and also attach a copy of these reports with the Running Bill, failing which, works carried out with that material will not be considered fit for billing.

MAKE OF MATERIALS

The materials required to be supplied by the contractor under this contract shall be procured only from Owner approved vendors. Where the makes of materials are not indicated in the tender document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-charge of sub-vendors before placing order.

TEST CERTIFICATES

Bidders shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

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EXECUTION OF ELECTRICAL WORKS

The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case electrical works are executed by contractor himself then valid electrical contractor license shall be arranged by him before start of electrical works at site.

LEADS

For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical Specifications.

CONTRACT AGREEMENT

Contract Documents for agreement shall be prepared, after award of works to the successful tenderer by SO / detailed letter of award. 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.

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) Service Order.
- d) The detailed letter of Intent/Acceptance along with statement of Agreed Variation (if any) and enclosures attached there with.

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 letter / service 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.

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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.

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.

ESCALATION

The Unit Rates quoted shall remain firm till contractual completion period and no price Escalation shall be entertained.

LABOUR LICENCE

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

PRELIMINARY EXAMINATION:

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.

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

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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.

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.

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.

CONTRACT PERFORMANCE SECURITY

The Contractor shall furnish to the Employer, within 15 days from the date of notification of award, a security in the sum of 10% of the annualized accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any reasons, in the form of a Bank Draft/ Banker's cheque or Bank Guarantee or irrevocable Letter of Credit (as per Performa enclosed) as Contract Performance Security with the Employer which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

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.

DETAILED EVALUATION

CRITERIA FOR DETAILED EVALUATION

Pre-qualified Bids which are technically / commercially acceptable shall be considered for detailed evaluation and will be evaluated as mentioned hereunder:

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Earnest Money Deposit (EMD)

Tenders received without Earnest Money Deposit (EMD) or EMD not in the prescribed Performa as provided in the Bid Document will be rejected.

Note:

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

Experience

As detailed in NIT (if applicable)/ alternatively previous experience shall be furnished by the bidder for evaluation by Owner.

Construction Resources

Contractor shall furnish a list of equipment to be deployed at site along with the tender document for our scrutiny. In case, if the list is not found adequate/ sufficient, contractor has to modify the same to the satisfaction of the Owner.

The Tenderer should confirm availability of these required construction equipment and should furnish list of equipment owned by him and also list of construction equipment proposed to be deployed for this work with details whether the same are owned or hired, enclosed with the bid document for ensuring timely completion of work. If equipment is to be hired, then the source should be indicated. Bidder should also furnish documentary evidence such as

Memorandum of Understanding (MOU) with the associates from whom this equipment is proposed to be hired. In the absence of such evidence equipment owned by the tenderer only shall be considered for qualification. The equipment should be in good running condition and desert worthy. The equipment may be physically checked for good running condition against the list furnished by the bidder, shortly after the opening of unpriced bid at the discretion of Owner.

Manpower

The bidder should provide adequate qualified and experienced manpower for ensuring required quality control and timely completion of Project/ Job. EIC

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can instruct for the specialist manpower for the specialized work or inspection on/ off site without any additional cost to MNGL.

COMPENSATION FOR EXTENDED STAY

Deleted

ADDITION TO GCC:

i) Quantity Variations

The quantity of any individual item may vary to any extent, or may be excluded altogether, however, no compensation on account of such variations shall be admissible and rates shall be applicable as per Schedule of Rate of Contract Agreement. Clause no. 60.0 of GCC shall stand modified to this effect.

ii) Abnormally High Rated Item (AHR)

In items rate contract where the quoted rates for the item, exceed 50% of the owners estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates: -

1. Rates as per BOQ, quoted by the Contractor.
2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labour as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
 - b) Based on prevailing market rate of machine materials and labour plus 15% to cover contractor's profit, overhead and other expenses, when the rates are not available in the contracts.

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COMPUTERISED CONTRACTORS BILLING SYSTEM

Without prejudice to stipulation in General Condition of Contract, Contractor should follow following billing system.

The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by MNGL. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractor will submit these data to MNGL in an electronic media alongwith the hard copy of the bill, necessary enclosures and documents. The Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

Owner will utilize these data for processing and verification of the Contractors of Bills”.

DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ GST No./ Labour License No. printed thereon.
- ii) Inspection reports, Test reports etc.
- iii) Letter of acceptance by MNGL of monthly/ Periodic reports, Certificate of Asset under protection etc.
- iv) Any other document required for the purpose of processing the bills.

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PART – III

SCHEDULE OF RATES FOR Rate contract for a period of two years for Installing Transformer Rectifier (TR) Unit, Monitoring & Maintenance of cathodic protection system & DCVG/CIPL surveys and associated works to maintain the integrity of steel pipeline network of Sindhudurg GA

Note:

1. Evaluation shall be done on overall least cost basis to the Purchaser & order shall be placed on L-1 bidder.
2. The rate should be **ALL INCLUSIVE**, including all expenses, like supply, loading, unloading, transportation (to & fro), etc.
3. Quantities mentioned are tentative & subjected to the variation depending upon the requirement.
4. Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
5. 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.

Goods & Service Tax @-----

Please indicate the break-up of above GST as under:

CGST @ _____

SGST @ _____

IGST @ _____

UGST @ _____

Date:

Place:

Signature & Seal of Bidder