MAHARASHTRA NATURAL GAS LTD., PUNE

(JV of GAIL (India) Ltd. & BPCL)

CNG & CITY GAS DISTRIBUTION PROJECT

Tender for Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

Bid Doc. No. MNGL/CP/2026-27/130 dated 19.10.2026

MAHARASHTRA NATURAL GAS LIMITED	**Tender for Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA** **Bid Doc. No.: MNGL/CP/2026-27/130**

SECTION – I

INVITATION FOR BIDS (IFB)

M/s. Maharashtra Natural Gas Ltd., Pune invites online bids **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/2026-27/130 dated 19.10.2026
ITEM(S)	Tender for Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA.
TYPE OF BID	Open Domestic Competitive Bidding
EARNEST MONEY/ BID SECURITY	Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/eBG/BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune OR Online through e-portal.
BID SECURITY VALIDITY	6 (Six) months from bid due date
TENDER FEE (Non-refundable)	Not applicable
BID VALIDITY	4 (Four) months from the bid due date
Bid Submission at	https://etenders.gov.in
Pre-bid meeting	Monday, October 26, 10:30 – 11:30am Google Meet joining info Video call link: https://meet.google.com/yey-bpfu-skn
Bid submission due date and time	05.11.2026 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	06.11.2026 till 15:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	General Manager, C&P Department, M/s. Maharashtra Natural Gas Limited, Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000 / 1190 / 1156 Email: gasaid@mngl.in / kavita.sadaphule@mngl.in

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

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

2.0 BIDDING PROCEDURE

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

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

physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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 must pin MNGL screen on their computer screens during the pre-bid meeting.

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.

5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.

5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.

5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

5.8 ZERO DEVIATION TENDER

Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualize Contract 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 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 reserves 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 Ltd., Pune

Ganesh Said
General Manager (C&P)

Note:

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

ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1.0 Name of the Work:

This tender deals with **Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA**

2.0 Scope of Work:

Scope of work includes **Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA**

3.0 BIDDER'S ELIGIBILITY CRITERIA:

A. TECHNICAL:

A.1 The Bidder should have executed / completed one Job of at least Rs. 85.20 Lakhs involving Operation & Maintenance of CNG Dispensers OR Operation & Maintenance of 21 Nos. of CNG Dispensers in preceding 5 (Five) years reckoned from the final bid due date.

In support of this, bidder has to submit a copy of Work Order / Letter of Award / Letter of Acceptance and its completion certificate issued by Client. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

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

B) FINANCIAL:

B.1 Turnover:

The bidder should have achieved a minimum annual turnover of Rs. 85.20 Lakhs in any one of the last 3 (Three) audited financial years i.e. 2023-24, 2024-25 and 2025-26.

B.2 Net Worth:

Net worth must be positive as per last audited financial statement i.e. for the financial year 2025-26.

B.3 Working Capital:

The bidder should have a minimum working capital of Rs. 17.04 Lakhs as per latest audited balance sheet i.e. for the year 2025-26.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having a net worth of not less than Rs. 100

crores, confirming the availability of a line of credit to cover the inadequacy of the previous year and meet the current working capital requirement.

Bidder must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for the last three audited financial years i.e. 2023-24, 2024-25 and 2025-26 in support of the above.

If the audited financial results of the immediately preceding financial year i.e. 2025-26 are not available, then the audited financial results of the year immediately prior to 2025-26 i.e. 2024-25 shall be considered for calculation of Net Worth and Working Capital and Audited Financial Results of the year 2022-23, 2023-24 & 2024-25 shall be considered for calculation of Annual Turnover as specified at Cl. B of BEC-Financial Criteria.

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 place on L-1 bidder accordingly.

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.

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.

Annexure- I to IFB

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:

SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:https://etenders.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**

(ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.

(iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard.

(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS:

1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of

advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

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

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

(ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

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

SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.

(ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

(iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.

(v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

(vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

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

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

The bidders are cautioned that uploading of financial bid elsewhere i.e. other

than in cover 2 will result in rejection of the tender.

(ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour**.

(x) After the bid submission **(i.e., after Clicking "Freeze Bid Submission" i**n the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

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**

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 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. The bids from sole selling agents / authorized distributors/ authorized dealers /authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

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 lFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case. the decision of Purchaser shall be final and binding on the bidder.

2.7 The bidder is not put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).

3. One Bid per Bidder:

3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.

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

3.3 Alternative bids are not acceptable.

4. Bidder Eligibility:

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

5. Cost of Bidding:

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

B. BIDDING DOCUMENT

6. Content of Bidding:

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

a) IFB, ITB, GCC, ATC
b) SCC, MR &TS, SOR, etc.

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

7. Clarification of Bidding Documents:

7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term ‘cable’ is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid

meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on CPPP's e-procurement website https://etenders.gov.in and MNGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

8. Amendment of Bidding Documents:

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

8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bidding due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to 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.

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

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

C. PREPARATION OF BIDS

9. Language of Bid:

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

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

10 Documents Comprising the Bids:

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

10.1.1 **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 favor 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 favor 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.
xiii) Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labor welfare registration under Maharashtra Labor 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.

10.1.2 **Financial cover:**

Price Bid SOR as per prescribed format on the e-tender portal.

10.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

11. Bid Form & Price Schedule:

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

12. Bid Prices:

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

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

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

B) Goods & Service Tax / Turnover (rates) which will be payable on the finished goods, if this contract is awarded.

C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.

D) The statutory variation in Goods & Service Tax on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory

variation in the rate of customs duty (except Goods & Service Tax) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.

E) The total amount which can be claimed / set off by MNGL for CENVAT (for Goods & Service tax) separately.

12.3 Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder.

12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the Purchaser’s right to contract on different terms.

12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.

13 Bid Currencies:

13.1 Bidders shall submit their bids in Indian Rupees only.

14 Documents Establishing Bidder's Eligibility and Qualification

14.1 Bid Evaluation Criteria:

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

14.2 Bidders Eligibility Criteria:

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

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

a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the, Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser’s country.

b) that the Bidder has the financial, technical and production capacity necessary to perform the contract.

c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

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

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

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

a) detailed description of the essential technical and performance characteristics of the goods.

b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

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

16 Period of Validity of Bids:

16.1 The bid shall remain valid for acceptance for 4 months from the bid due date.

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

17 Bid Security:

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

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

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favor of Maharashtra Natural Gas Limited, payable as per IFB (issued by Indian Nationalized /Scheduled bank or first-class international bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

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

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

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

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

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

17.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

   i) to accept the Purchase Order in accordance with ITB Clause-41 or

   ii) to furnish Performance Guarantee in accordance with ITB Clause-42

   iii) to accept correction of errors pursuant to ITB Clause 32.0

c) If the Bidder changes the proposed manufacturer after submission of his bid.

17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

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

registration certificate.

18 Format and Signing of Bid

18.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original".

18.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the 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 any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.

18.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the persons signing the bid.

19 Zero Deviation

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

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

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualize Contract 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 put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
xiv) Bidders is under liquidation.
xv) Bidder is under litigation which owners considers a disqualification.
xvi) Bids not conforming to technical specification/requirements.
xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xviii) 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:

20.1 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 – Not applicable

D. SUBMISSION OF BIDS:

22.0 PREPARATION OF BIDS:

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

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

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

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

23.0 DEADLINE FOR SUBMISSION OF BID:

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

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

24.0 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.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

25.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

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

E. OPENING AND EVALUATION OF BIDS

26. **Bid Opening:**

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

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

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

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

27 Process to be Confidential:

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

28 Contacting the Purchaser:

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

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

29 Preliminary Examination of Bids:

29.1 Technical-Commercial Bid Evaluation

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

29.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.

29.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

29.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

29.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account he following factors:

(a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

29.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.

30.0 **OPENING OF PRICE BID:**

30.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time

of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

31 Arithmetic Corrections:

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

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

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

32 Conversion to Single Currency *[Applicable in ICB tenders only]*:

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

33 Evaluation and Comparison of Bids:

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

33.2 Bid Evaluation and Comparison Criteria:
The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:

(A) **Domestic Bidders:**
The evaluated price of domestic bidders shall include the following:

i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately

ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract

iii) Goods & Service Tax on the finished goods.

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

i) Total value on FOT site basis including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para-A above.

ii) Cost of mandatory spares, if any.
iii) **The total site price quoted shall be compared.**

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

34 Domestic Preference:

34.1 VOID

34.2 PROCUREMENTS 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 (IV) 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:

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.

2. "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. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VIII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. 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.

IX. 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.

F. AWARD OF CONTRACT:

35 Post Qualification:

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

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

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

36 Award Criteria:

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

37 PURCHASER's Right to Vary Quantities at Time of Award:

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

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

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

39 Notification of Award/ Fax of Intent / Purchase Order:

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

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

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

40 Acceptance of Purchase Order:

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

41 **Performance Guarantee:**

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

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

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

42 Income Tax Liability:

42.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.

43 Corrupt or Fraudulent Practices:

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

a) defines, for the purposes of this provision, the terms set forth below as follows:
   i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
   ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC - SERVICES)

1. DEFINITIONS

1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:

1.2 "Agreement" or "Contract" means the agreement entered into between the Purchaser and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.

1.3 "Completion Schedule" or "Delivery Schedule" means a schedule approved by the Purchaser for completion of all obligations of the Contractor under the Agreement.

1.4 "Contract Documents" mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.

1.5 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.

1.6 "Day", "Month" or "Year" means calendar day, calendar month or calendar year.

1.7 "Engineer" means an authorized representative of the Purchaser, if any, to which the Purchaser has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser. For avoidance of doubt, may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser, mutatis mutandis.

1.8 "Effective Date" means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.

1.9 "Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Agreement.

1.10 "GCC" means the GENERAL CONDITIONS OF CONTRACT contained in this section.

1.11 "Inspector" means any person or outside Agency nominated by Purchaser to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.

1.12 "Notification of Award" means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Service Order (SO) issued to a successful bidder for award of the work pursuant to bidding process.

1.13 "Purchaser" /or "Owner" means the organization purchasing the Goods / services, as named in SCC.

1.14 "Services" or "Ancillary Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.

1.15 "Site" or "Purchaser's stores" means the place or places named in tender document.

1.16 "SCC" means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.

1.17 "Supplier" or "Seller" or "Contractor" means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.

1.18 "Bid" or "Tender" shall have the same meaning.

2. INTERPRETATION OF CONTRACT DOCUMENT

2.1 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.

2.2 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.

2.3 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.

2.4 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.

3. CONFIDENTIALITY

3.1 The Contractor cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Engineer/ Inspector.

3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser / Engineer/ Inspector. The Purchaser/ retain the right to claim damages from the Contractor in the case where these documents have been used without such written consent.

3.3 However, these obligations do not apply to documents for which it can be demonstrated that:
• such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
• such documents were already in its possession without having obtained them directly or indirectly from the other party, or
• such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

3.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Purchaser in these matters.

3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's obligations under the Agreement, if so required by the Purchaser.

4. CONTRACT PERFORMANCE BANK GUARANTEE

4.1 The amount of Contract Performance Bank Guarantee shall be 10% of Annualize Contract Value. Contract Performance Bank Guarantee shall be submitted within Fifteen (15) days from date of issue of "Fax of Intent"/Contract / Service Order.

4.2 The Contract Performance Bank Guarantee will initially be kept valid for 90 days beyond the validity of contract and will be discharged not later than six months from the date of expiration of contract and Contractor's entire obligations including warrantee obligations under the contract.

4.3 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.

4.4 The proceeds of the Contract Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.

4.5 The Contract Performance Bank Guarantee shall be denominated in the same currency of the Agreement and shall be in one of the following forms:

4.6 A bank guarantee issued by a scheduled/ nationalized bank is acceptable to the Purchaser, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Purchaser and returned to the Contractor not later than one hundred eighty (180) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.

5. PRICES

5.1 Prices charged by the Contractor for all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

6. TAXES, DUTIES, ETC.

6.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, 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 with all applicable Central, State, Municipal and local laws and regulations and requirement of any Central, State or local Government agency or authority.

6.2 Contractor further agrees to defend, indemnify and hold Purchaser 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 Purchaser arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

7. STATUTORY VARIATION

7.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for statutory variations in Goods & Service Tax, which

shall be reimbursed by Purchaser against documentary evidence submitted by the Contractor.

8. PAYMENT

8.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un- disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Owner's Engineer-In- Charge within 15 (Fifteen) days, if found in order. No interest shall be paid in case of delay in payments.

8.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

9. SUBCONTRACTING

9.1 Not Applicable

10. DELAYS IN THE CONTRACTOR'S PERFORMANCE

10.1 Delivery of performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Completion Schedule.

10.2 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 PURCHASER at its option by written notice to the CONTRACTOR:

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

10.2.2 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 PURCHASER 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 PURCHASER.

10.3 In such events of above sub-clauses:

10.3.1 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 PURCHASER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the PURCHASER shall also have the right of taking possession and utilising 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.

10.3.2 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 PURCHASER 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 PURCHASER under the terms of the CONTRACT authorised or required to be reserved or retained by the PURCHASER.

10.4 Before determining the CONTRACT provided in the judgement of the PURCHASER, 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 PURCHASER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

10.5 The PURCHASER shall also have the right to proceed or take action 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 PURCHASER to give any prior notice to the CONTRACTOR.

10.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the PURCHASER which may have accrued upto the date of such termination.

10.7 Except as provided under GCC or for the reasons solely attributable to the Purchaser, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated

damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

11 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 13

11.1 In any case in which it 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 any of the powers conferred upon the PURCHASER BY CLAUSE 13 thereof shall have 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 PURCHASER putting in force the power under above sub-clause 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 authorised 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-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.

12. TERMINATION FOR DEFAULT

12.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Purchaser reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Purchaser's rights of receiving reparation for the resulting damage.

a. The Purchaser may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into

receivership or liquidation, or any similar procedures under applicable legislation.

13. CHANGE IN CONSTITUTION

13.1 Where the CONTRACTOR is a partnership firm, the prior approval of the PURCHASER 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 0 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

14. MEMBERS OF THE PURCHASER NOT INDIVIDUALLY LIABLE

14.1 No Director, or official or employee of the PURCHASER/ shall in any way be personally bound or liable for the acts or obligations of the PURCHASER 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

15. CONTRACTOR TO INDEMNIFY THE PURCHASER

15.1 The contractor shall indemnify the Purchaser and every member, officer and employee of the Purchaser, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Purchaser for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Purchaser shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Purchaser indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

If any action is brought before a Court, Tribunal or any other Authority against the Purchaser or an officer or agent of the PURCHASER, 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, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the PURCHASER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

If Purchaser have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Purchaser 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 Purchaser to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

16. SAFETY REGULATIONS

16.1 In respect of all labour, directly or indirectly 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 and abide by all labour laws, fire and statutory regulations and keep the Purchaser indemnified in respect thereof.

17. OTHER AGENCIES AT SITE

17.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

18. TERMINATION FOR PURCHASER'S CONVENIENCE

18.1 The Purchaser, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

19. PAYMENT IF THE CONTRACT IS TERMINATED

19.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 18 of GCC, the CONTRACTOR shall be paid by the PURCHASER 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 spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by PURCHASER for payment, based on documentary evidence of his having incurred such expenses.

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

a) Any and all completed works. 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.

20. NO WAIVER OF RIGHTS

20.1 Neither the inspection by the PURCHASER or any of their officials, employees, or agents nor any order by the PURCHASER for payment of money or any payment for or acceptance of the whole or any part of the Work by the PURCHASER nor any extension of time, nor any possession taken by PURCHASER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the PURCHASER, 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.

21. SETTLEMENT OF DISPUTES / ARBITRATION CLAUSE

21.1 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this CONTRACT, or otherwise arising out of this CONTRACT, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

21.2 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/amendment thereof.

21.3 Maharashtra Natural Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty days from receipt of a nomination by Maharashtra Natural Gas Limited, Maharashtra Natural Gas Limited will have right to choose the Sole Arbitrator.

21.4 The arbitration proceedings shall be held in Pune and shall be conducted in the English language. The decision of such arbitration shall be binding and

conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

It is hereby clarified that the Courts at Pune alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

22. LIMITATION OF LIABILITY

22.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay PRS to the Purchaser and the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

23. GOVERNING LANGUAGE

23.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

24. APPLICABLE LAW

24.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Pune shall have exclusive jurisdiction.

25. NOTICES

25.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

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

26. INSURANCE

GENERAL:

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies.

Irrespective of work acceptance the responsibility to always maintain adequate insurance coverage 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.

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 PURCHASER 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 PURCHASER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's 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, and 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 SUB-CONTRACTOR 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 PURCHASER 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:

Insurance shall be affected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT.

iii) ACCIDENT OR INJURY TO WORKMEN:

The PURCHASER shall not be liable for or in respect of any damages or compensation payable as per 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 PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER 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**

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to MNGL site and or any free issue materials issued by MNGL, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY PURCHASER:

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 PURCHASER. **Service Provider shall also carry and maintain any other insurance which may be required by the PURCHASER.**

27. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

27.1 CONTRACTOR shall be responsible for making good to the satisfaction of the PURCHASER any loss or any damage to structures and properties belonging to the PURCHASER or being executed or procured or being procured by the PURCHASER or of other agencies within in the premises of all the work of the PURCHASER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORs.

27.2 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 PURCHASER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the PURCHASER 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 PURCHASER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lac for single accident and limited to Rupees Ten lacs.

27.3 The CONTRACTOR shall indemnify and keep the PURCHASER harmless of all claims for damages to property other than PURCHASER's property arising

under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

28. DATE OF COMING INTO EFFECT

28.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC. .

29. RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

29.1 Nothing contained herein shall restrict PURCHASER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

30. SUB-LETTING OF CONTRACT

30.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of Purchaser.

31. EMPLOYMENT LIABILITY OF CONTRACTOR

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

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

31.3 The Contractor shall indemnify the Purchaser against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

31.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

32. COMPLIANCE OF LAWS

32.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

32.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the

concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

32.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Employee's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

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

32.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

32.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Purchaser for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

32.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipments shall be arranged by Purchaser.

32.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Employees Compensation Act, 1923 or any other law in force, Purchaser has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be

recovered from the dues payable to the Contractor and/or security deposit with Purchaser. General third-party insurance for CNG Station shall be arranged by Purchaser.

33. THE ENGINEER-IN-CHARGE SHALL HAVE POWER TO:

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

33.2 During the currency of this Contract, PURCHASER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

33.3 Order the Contractor to remove or replace any workmen whom the Purchaser considers incompetent or unsuitable and opinion of the Purchaser representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the PURCHASER.

34. REPATRIATION AND TERMINATION

34.1 PURCHASER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Purchaser immediately.

34.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Purchaser for the same.

34.3 Also Purchaser will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Purchaser has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with PURCHASER.

35. INDEMNITY

35.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Purchaser against all actions, suits, proceedings, claims, damages demand, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act,

Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

36. CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

36.1 Contractor, on or after award of the Contract 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 Contract, 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.

36.2 If and whenever any of the Contractor's 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 Purchaser 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 Contract without the written permission of the Engineer- In-Charge. Any person so removed from the Contract 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 behaviour 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 neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Purchaser 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 Purchaser on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

36.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour 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.

37. JURISDICTION

37.1 The contract shall be governed by and constructed according to the laws in force in Pune, Maharashtra, India.

38. FORCE MAJEURE

38.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

38.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.

38.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty-eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

39.0 TERMINATION FOR DEFAULT

39.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Purchaser reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Purchaser's rights of receiving reparation for the resulting damage.

39.2 The Purchaser may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

40.0 TERMINATION FOR PURCHASER'S CONVENIENCE

40.1 The Purchaser, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

41 Termination of contract

41(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 diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

41(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 of 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.

41(C) In case of termination of CONTRACT herein set forth 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.

42.0 ADDITIONS TO GCC:

i) 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 labor 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 labor plus 15% to cover contractors' 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.

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 Rs._____ (Rupees _____ _____).

AND THE CONTRACTOR hereby agrees with MNGL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of MNGL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to MNGL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of MNGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of MNGL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

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

(SIGNED BY COMPETENT AUTHORITY)

Place:
Dated:
Official seal of the CONTRACTOR

Annexure-II to GCC

PROFORMA FOR CONTRACT AGREEMENT

SO / SC No. MNGL / dated ----------

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

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of 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 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, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and delivered for and on on behalf of EMPLOYER.	Signed and delivered for and on behalf of the CONTRACTOR.
MAHARASHTRA NATURAL GAS LTD.	(NAME OF THE CONTRACTOR)
_____	_____
Date: _____	Date: _____
Place: _____	Place: _____

IN PRESENCE OF TWO WITNESSES

1.	1.
2.	2.

SECTION – IV

ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

Sl. No.	Description		
1)	Annexure-I	:	Bid Evaluation Criteria
2)	Annexure-II	:	List of Formats
3)	Annexure-III	:	Commercial Questionnaire
4)	Annexure-IV	:	Check List

BID EVALUATION CRITERIA

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

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.

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.

LIST OF FORMATS

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

CONTENT

Sl. No.			Description
1)	F-1	:	Bidder's General Information
2)	F-1A	:	Detail information about bidder (in case of open Tender)
3)	F-2	:	Bid Form
4)	F-3	:	List of Enclosures
5)	F-3A	:	Financial Detail
6)	F-4	:	Proforma for Bank Guarantee for EMD/ Bid Security Instruction for Furnishing Bid Guarantee/ Bank Guarantee
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
13)	F-16	:	Format for No Claim Certificate

F-1
BIDDER'S GENERAL INFORMATION

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

1.1	Bidder Name	:
1.2	Number of Years in Operation:	
1.3	Registered Address	:
1.4	Operation Address (if different from above)	:
1.5	Telephone Number	: (Country Code) (Area Code) (Telephone No.)
1.6	E-mail address & Web Site	:
1.7	Telefax Number	: (Country Code) (Area Code) (Telephone No.)
1.8	ISO Certification, if any	: {If yes, please furnish details}
1.9	GSTN No (Attach Certificate Copy)	

_____
(SIGNATURE OF BIDDER WITH SEAL)

F-1A
DETAILED INFORMATION ABOUT BIDDERS
(In case of open Tender)

1. IN CASE OF INDIVIDUAL

1.1 Name of Business

1.2 Whether his business is registered

1.3 Date of commencement of business

1.4 Whether he pays Income Tax over Rs. 10,000/- per year

2. IN CASE OF PARTNERSHIP

2.1 Name of Partners

2.2 Whether the partnership is registered

2.3 Date of establishment of firm

2.4 If each of partners of the firm pays Income Tax over Rs.10,000/- per year and if so, which of them pays the same.

3. IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEE

3.1 Amount of paid-up capital

3.2 Name of Directors

3.3 Date of Registration of Company

3.4 Copies of the balance sheet of the company of the last three years.

_____
(**SEAL AND SIGNATURE OF BIDDER**)

F-2
BID FORM

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

Dear Sir,

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

We undertake, if our bid is accepted, complete delivery of ..... as agreed and specified in the IFB document. If our bid is accepted, we will obtain the guarantee of a Bank in a sum not exceeding 10% of Annualize Contract Value for the due performance of the Contract.

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

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

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

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

Dated this Day of 2026

SEAL AND SIGNATURE

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

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

F-3
LIST OF ENCLOSURES

To,
M/s. Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Raod, 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. QA/OC Manuals.

3. Health Safety and Environment (HSE) Policy and HSE Manual.

4. 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.

5. Methodology of execution of work.

6. Execution schedule with interlinking of various activities.

7. 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**)

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				

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

_____
(**SEAL AND SIGNATURE OF BIDDER**)

(*) To be filled by Employer

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. .....

Ref.: ..... Date .....

To,
M/s. Maharashtra Natural Gas Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Raod, 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 _____2026 at_____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per
Power of Attorney No._____
Date: _____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE / BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.

2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.

3. The bank guarantee by bidders will be given from bank as specified in ITB

4. A letter along with SWIFT Statement / Message 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.

F-5

LETTER OF AUTHORITY

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

No.: Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

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

F-7
CERTIFICATE

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

Dear Sir,

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

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 Commen-cement of work	Scheduled Completion Time (Months)	Date of Actual Comple tion	Reasons for delay in project completion, if any

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

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

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-10

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sir,

M/s_____ have been awarded the work of _____for Maharashtra Natural Gas Limited, PUNE vide Service Order 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.

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 favor 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.

F-16

Format for No Claim Certificate
[On the Letterhead of Contractor]

NO CLAIM CERTIFICATE

We, _____, a company incorporated under the laws of India, having its Registered Office at _____ and carrying on business under the name and style M/s. _____ were awarded the Contract by Maharashtra Natural Gas Ltd. in reference to Tender No. _____ dated _____.

After completion of the above said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues with the project officials and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the contract is to a sum of Rs._____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from Maharashtra Natural Gas Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _____ and Maharashtra Natural Gas Ltd. under and with reference to above said contract stands fully and finally settled.

We further absolve Maharashtra Natural Gas Ltd. from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of Contractor

Dated:

(To be given on Company Letter Head)

FORMAT FOR TENDER ACCEPTANCE LETTER

Date:

To,
M/s. Maharashtra Natural Gas Ltd.,
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 website (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 the above-mentioned tender document(s) / corrigendum(s) in its totality/entirety.

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

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation 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)

(To be given on Company Letter Head)

UNDERTAKING OF LAND-BORDER ON LETTERHEAD

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

Sub.:

Tender No.:

Dear Sir / Ma'am,

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

(i) Not from such a country [ ]

(ii) If from such a country, has been registered With the Competent Authority. [ ]

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

(Bidder to tick appropriate option above)

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

Place:
Date:

{Signature of Authorised Signatory of Bidder}

Name:
Designation:
Seal:

COMMERCIAL QUESTIONNAIRE

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

MAHARASHTRA NATURAL GAS LIMITED	**Tender for Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA** **Bid Doc. No.: MNGL/CP/2026-27/130**

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 supersede the stipulation mentioned elsewhere in the Bid.

Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4 (Four) months from the last date of submission of Bid.	
2.	Confirm that all details in unpriced part have been submitted in 1 Original. Bidding Document and drawings, signed and stamped on each page shall be submitted in original.	
3.	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).	
4.	Confirm that price has been submitted in 1 ORIGINAL only in a separately sealed envelope super scribing "PRICE PART"	
5.	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.	
6.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition are mentioned in the price part, the same shall be treated as null and void.	
7.	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory).	
8.	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.	
9.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
10.	Confirm your acceptance for `Scope of Supply' as mentioned in Bidding Document.	
11.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i	Contract Performance Security	
ii	Schedule of Rates	
iii	Arbitration	
iv	Termination	

v	Terms of Payment – as per tender document	
vi	Price Reduction Schedule	
12.	Confirm your acceptance for `Time Schedule' as mentioned in Bidding Document.	
13.	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.	
14.	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.	
	Note: Please note that Schedule of Rates/ Prices embodied in the Bidding Document is deemed to include all activities of work specified under Scope of Work, Scope of Supply, technical specifications, Conditions of Contract, drawings or any other document forming part of Bidding Document, irrespective of whether such activities of work are specified in the Schedule of Rates/ Prices or not.	

_____

(**STAMP & SIGNATURE OF BIDDER**)

CHECK LIST

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

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

Submitted ☐

(B.4) 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) A Tentative Quality Assurance Plan in line with Spec. and Format: ☐

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 ☐

(C.2) Reply to commercial questionnaire, technical questionnaire with Bidder's reply/ confirmation for each as per Format Annexure – III to ITB

Submitted ☐

(D) **REGARDING TECHNICAL DETAILS**

(D.1) Technical Details/ Documents specified in Technical Part

Submitted ☐ Not Applicable ☐

(E) **CONFIRM THE FOLLOWING REGARDING OVERALL BID DOCUMENT**

(E.1) All pages of the bid have been page numbered in sequential manner YES ☐

(E.2) The bid has been submitted in requisite number of copies as specified in Instructions to Bidders YES ☐

(E.3) Original copy of Bidding Document & Drawings along with Addendum, if any, has been submitted along with offer, duly signed and stamped on each page YES ☐

(E.4) **Prices in ONE ORIGINAL only** have been submitted in a separately sealed envelope with price part **YES** ☐

_____

(STAMP & SIGNATURE OF BIDDER)

SECTION - V

SCOPE OF WORK

Comprehensive operation and maintenance contract of **COMPAC make Car Dispensers** installed at various CNG stations in Pune and Pimpri-Chinchwad for MNGL, Pune.

1.0 INTRODUCTION

MNGL has got the PNGRB authorization for city gas distribution in Pune & Pimpri-Chinchwad city including adjoining areas of Hinjewadi, Chakan & Talegaon and subsequently will move on to other districts of Maharashtra depending on economic feasibility. MNGL is a joint venture Company of two navratna PSUs viz. Bharat Petroleum Corporation Limited (BPCL) and GAIL (India) Limited with the mission to supply clean and green (eco-friendly) fuel.
MNGL has undertaken an eco-friendly project to supply CNG to the automobile sector in the city of Pune. The company has installed 8 Nos. CNG Mother Stations, 87 Nos. online stations and 32 nos. Daughter Booster Stations to cater the CNG needs of our valuable customers. MNGL is looking for Experienced Contractors for Comprehensive operation and maintenance contract COMPAC make Car Dispensers installed at various CNG stations in Pune and Pimpri-Chinchwad for MNGL, Pune. The Contractor is required to provide skilled manpower with 100 % availability of genuine spares to carry out Comprehensive operation and maintenance contract of COMPAC make Car Dispensers installed at various CNG stations in Pune and Pimpri-Chinchwad for MNGL, Pune.
Minimum requirement to carry out Comprehensive operation and maintenance contract of **COMPAC make Car Dispensers** Qty. 42 Nos. are as follows:

2.0 Dispensers Details are as follows

Sr. No.	Location	Dispenser Sr. No.	Type of Dispenser	Qty. in Nos
1	NRO Balaji Hadapsar	15E-14191401-04	Car	1
2		15E-14191401-09	Car	1
3	DBS Sai Samarth Sanghvi	15E-14189903-15	Car	1
4		15E-14191401-07	Car	1
5	BP COCO RTO Pune	15E-14185205-03	Car	1
6		15E-14191401-05	Car	1
7	NTW Shivajinagar	16D-14349101-01	Car	1
8		16D-14349101-08	Car	1
9		16D-14349101-04	Car	1
10		16D-14349101-09	Car	1
11	NRO PROGROWTH Dapodi	16D-14349101-02	Car	1
12		16D-14349101-03	Car	1
13	OLS Jyoti Pune	16D-14349101-10	Car	1
14	NRO Vighnaharta Akurdi	16E-14340101-34	Car	1
15	NRO Vimal CNG Bhumkar Chowk Wakad	16D-14349101-05	Car	1
16		16D-14349101-06	Car	1
17		16D-14349101-07	Car	1

18	NRO LMD Bavdhan	16E-14340101-30	Car	1
19		16E-14340101-28	Car	1
20		16E-14340101-35	Car	1
21	NRO Gaikwad Mundwa	17A-144406-19	Car	1
22	NRO Samruddhi Nanekarwadi	16E-14340101-33	Car	1
23		16E-14340101-31	Car	1
24	NRO Mukundnagar Marketyard Swargate	15E-14191401-01	Car	1
25		15E-14191401-08	Car	1
26	Khandge Talegaon	17A-144406-20	Car	1
27	Regal Petroleum Chikhali	16E-14340101-23	Car	1
28	NRO Rathi Katraj	17A-144406-13	Car	1
29		17A-144406-16	Car	1
30		17A-144406-18	Car	1
31	NRO Loankar CNG Mundwa	17A-144406-14	Car	1
32		17A-144406-15	Car	1
33		17A-144406-17	Car	1
34	NRO Urja Fuel Khandve Nagar Wagholi	17A-144406-11	Car	1
35		17A-144406-12	Car	1
36	DBS Shree Sai Lohagaon	15E-14191401-06	Car	1
37	DBS BP Expressway Parandwadi	15E-14189903-12	Car	1
38	Shahid Patil Ambegaon	15E-14191401-10	Car	1
39	Tekawade Service Station Hadapsar	15E-14189903-14	Car	1
40	M/s Jaiguru Petroleum Chakan	16E-14340101-32	Car	1
41	NRO Balaji Hadapsar	20E-14933801-22	Car	1
42	DBS BP Expressway Parandwadi	20E-14933801-21	Car	1

2.1 Manpower required for operations

Sr. No.	Location	I ST SHIFT	II ND SHIFT	III RD SHIFT
1	PMC	1	1	1
2	PCMC	1	1	
	Total	2	2	1
	Final Total	5		
	Reliever	1		
	Grand Total	6		

TOTAL OPERATIONS MANPOWRER: = 6 NOS

2.2 Qualification / Experience:

Manpower	Qualification	EXPERIENCE
Maintenance Engineer/Technician	Minimum Diploma/ITI (Mechanical/Electrical/Instrumentation)	Minimum 2 years' experience in CNG –O & M or relevant field.

3.0 SPECIAL WORK CONDITIONS

1. BIDDER should ensure his Maintenance Engineer/Technician to get trained properly and possess STC card before deploying at site. Without STC training operator should not allow to do the CNG compressor operations.
2. BIDDER will select the Maintenance Engineer/Technician and before deployment at MNGL sites, MNGL representative will take the Interviews of the Maintenance Engineer/Technician.
3. BIDDER should provide its photo identity card to all the employees deployed for Dispensers operation. These I-card /Batch are to be constantly displayed during the duty hours. The ID card should be reissued immediately in case of lost or damage.
4. Shuffling of Maintenance Engineer/Technician from one location to other in consultation with AIC/EIC.
5. Stationary required in the day to day operations e.g. Envelops papers, calculator, Register is in the scope of BIDDER etc.
6. BIDDER has to maintain record as adviced by MNGL staff.
7. BIDDER should provide qualified & trained manpower to perform the CNG O&M activity.
8. BIDDER shall provide 24 hours technical manpower to run the Dispensers trouble & maintenance free.
9. Transportation facility provide to handle any emergency, breakdown & to and fro of manpower in minimum time is in BIDDER Scope.
10. BIDDER shall provide uniform (Both T-Shirt/Shirt + Trouser are mandatory) & PPEs (Good quality safety shoes, helmets, Raincoat, Gloves etc.) to maintenance manpower as approved by MNGL & all manpower attendants shall wear uniform and PPEs. At the time of duty, Workers without proper uniform & PPE penalty will be imposed.
11. BIDDER shall provide the police verification of all the employees provided by him to carry out the operation & maintenance at various CNG O&M activity. Police verification shall be submitted for new employees within 150 days after issue of LOA. Group Police verification is also acceptable. Failing of which suitable action will be taken against the BIDDER.

4.0. STATUTORY & LEGAL COMPLIANCES

1. Payment shall be made to the BIDDER on 25th of each calendar month for the jobs performed in the preceding month, only if the bills are submitted by the 7th of the month along with all supporting documents and subject to deduction of all applicable taxes including TDS to the Engineer In charge.
2. The BIDDER shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendments/medications thereto or any other

law relating thereto and rules and there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein.

1. Payment of Wages Act 1936.
2. Workmen's Compensation Act 1923.
3. Industrial Disputes Act, 1947
4. Minimum wages Act 1948
5. Employees State Insurance Act 1948
6. Maternity Benefit Act 1961
7. Mines Act 1952
8. Employees provided funds and Misc., Provisions Act 1952.
9. Contract Labor (Regulation and Abolition) Act 1970
10. Payment of Bonus Act, 1965
11. Factories Act 1948
12. Shops and Establishment, Factories Act

3. The BIDDER shall be fully responsible for complying with the provisions (including documentation and submission of Reports on the above to the concerned authorities) and shall indemnify the Company from any such lapse for which the Government/statutory authorities hereunder may take action against the BIDDER and/or the Company.
4. The BIDDER shall be liable to pay his contribution and his employee's contribution to the State Insurance Scheme, Provident Fund Authorities, etc. in respect of all his employees for the performance of his obligations under this Agreement in accordance with the provisions of the Employees' State Insurance Act, 1948. Employees Provident Fund and Miscellaneous Provisions Act 1952 as amended from time to time. The PF no. & payment details of each employee to be presented with the monthly bills.
5. In case the BIDDER fails to submit and/or pay full details of his labour employed and the contributions payable, the Company shall recover from the monthly Bills of the BIDDER the amount of the shortfall in contribution assessed by the concerned authorities. The amount so recovered shall be paid to the concerned authorities against the actual contribution payable for Employees State Insurance or Employees Provident Fund, etc.
6. The monthly PF, ESIC challans etc. to be presented along ECR statement with the monthly RA bills. Also Individual PF & ESIC Nos. of all contractual employee to be submitted to MNGL otherwise RA bills will not be process for releasing the payments.
7. The BIDDER will be responsible for making the salary directly to the bank account of the employees by 10th of each month from his own sources and subsequently raise bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc. and the concerned bank statement should be readily available with the BIDDER and can be asked for verification by client any time.

8. The BIDDER shall deploy at his own cost suitably qualified persons for all the jobs required to be carried out by him under this Contract.
9. All payments shall be made by the BIDDER to his employees in accordance with the various Rules and Regulations stated above. The BIDDER shall keep the Company indemnified from any claims whatsoever inclusive damages/costs or otherwise arising from injuries or alleged injuries or to death of persons employed by the BIDDER.
10. The BIDDER shall provide the manpower as per MNGL's requirement as mentioned in the clause 2.3 & 2.4 of general work description. If manpower is absent for any reason, it is the duty of BIDDER to immediately provide the replacement manpower. If BIDDER fails to do so, Penalty will be imposed as per the penalty clause.
11. The BIDDER shall, at his own expense, comply with the Model rules of labour welfare framed by the Govt. /Statutory Authorities under the various labour laws from time to time for the protection of their health, etc. In case BIDDER fails to make arrangements as aforesaid, the Company shall be entitled to do so and recover the cost thereof from BIDDER.
12. The insurance for the following will be covered and paid by for BIDDER and he shall indemnify the Company and hold the Company harmless in respect of all and any expense arising from any injury and or damage in respect of.

i) Workmen's compensation and risk of accidents of BIDDER's own employees.

ii) Risk of accident of BIDDER's own employees, representatives, sub-contractors and agents' property of third parties arising out of the acts of BIDDER's employees, representatives, sub-contractors and agents.

13. The BIDDER will be fully responsible for complying with all relevant provisions of the Contract Labour (R&A) Act, 1970, including registering himself/themselves under this Act and shall pay rates of wages and observe hours of work and conditions of employment according to rules in force from time to time.

14. The BIDDER shall observe and implement all the laws of the land and the rules framed there under for the staff employed by him and the Company shall in no event be liable or responsible for any default or non-observance of such laws/rules on the part of the BIDDER.

SPECIAL CONDITIONS OF CONTRACT

1. The services shall be provided in terms of shift patterns as mentioned below,
2. The BIDDER is required to carry out all services as mentioned in the scope of service and schedule of rates as mentioned in the service order on all the 365 days including Sundays , All Holidays & National Holidays.
3. The BIDDER shall allow weekly off to his workmen and daily working hours will be fixed as per relevant Act / Law and rules made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. The BIDDER or his authorized representative shall interact with Engineer in Charge daily for smooth operation and maintenance of all the stations.
4. Regarding work completion, the decision of the Engineer in Charge shall be final.
5. The BIDDER shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. MNGL does not make any commitment to provide his employees with facilities such as office accommodation, transport, canteen, tea, telephone etc.
6. The BIDDER will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by MNGL.
7. It is the responsibility of the BIDDER to pay wages as per the minimum wages of the appropriate government rules applicable under the minimum wages act 1948. Weekly Off to be provided to the employee as per Local Labor Laws and Reliever is in the scope of BIDDER.
8. Overtime to be paid by BIDDER as per Local Labor Laws applicable to work location/sites and NO separate payment will be made against overtime by MNGL
9. BIDDER has to pay the National Holidays payment as per the labour laws, **No** separate payment will be paid by MNGL

Minimum wages

	For the period July 2026 to Dec 2026
	As per MAHARASHTRA FACTORIES (RESIDUAL) CATEGORY
	Skilled
Basic	12605
DA	3600
Total (A)	16205
HRA 5% of Basic + DA	810.25
Total (B)	17015.25
PF @ 13%	2106.65
ESI @ 3.25%	526.66
Leave Encashment	810.25
Bonus (Minimum Rs. 7000/-)	1349.88
Maharashtra Labour Welfare Fund	12.50
Total (C)	4805.94
Grand Total	21821.19
For 26 Days	839.28

Wages (Basic+DA) per day	**623**
Basic per day	**485**
DA per day	**138**

10. If the BIDDER finds any discrepancy in the bill payment from company, such discrepancy should be brought to the notice of the Company within 3 months from the date of such payment failing which the said discrepancy will be ignored and the BIDDER will not be entitled to any payment therefore. This right of the Company is without prejudice to any other right; the Company is having under this agreement or in law.
11. Nothing herein contained shall prevent the Company from engaging any other BIDDER (s) to carry out the work similar to the work entrusted to the BIDDER(s).
12. It is agreed between the parties that if the quality of jobs carried out by the BIDDER are not of standard as required by Company and breach of any of the terms and conditions herein mentioned, the Company is at liberty to terminate this Agreement at the option of the Company by giving one months' notice in the writing to the BIDDER without assigning any reasons thereof.
13. On the termination of this Agreement, the BIDDER will immediately remove him and his directly or indirectly employed or deployed manpower from the said premises with all the goods, if any, property and effects belonging to him. The BIDDER shall not cause any hindrance or objection in such circumstances.
14. All relevant formats (ISO/ SAP), reports, logs book, monthly breakdown reports, etc, will be in the BIDDER scope as per direction of Engineer–in-Charge and MNGL requirement.
15. List of critical spares should be available at BIDDER site office during the AMC period and Inventory of the critical spares should be maintained by BIDDER on monthly basis, also updated critical spares list submitted by BIDDER to Engineer –in-Charge on monthly basis.
16. At the end of the contract, the spares consumed during carrying out PM and B/D maintenance will belong to MNGL. The replaced/damaged parts/spare belongs to BIDDER. Further, left over spares belong to the BIDDER.
17. All dispensers are under operations more than 2.6 years.
18. SUMMARY SHEET OF EXISTING COMPRESHENSIVE O&M CONTRACT

Sr. No.	Location	Dispenser Sr. No.	Type of Dispenser	Date of Start Contract
1	NRO Balaji Hadapsar	15E-14191401-04	Car	13.12.2026
2		15E-14191401-09	Car	13.12.2026
3	DBS Sai Samarth Sanghvi	15E-14189903-15	Car	13.12.2026
4		15E-14191401-07	Car	13.12.2026
5	BP COCO RTO Pune	15E-14185205-03	Car	13.12.2026
6		15E-14191401-05	Car	13.12.2026

7	NTW Shivajinagar	16D-14349101-01	Car	13.12.2026
8		16D-14349101-08	Car	13.12.2026
9		16D-14349101-04	Car	13.12.2026
10		16D-14349101-09	Car	13.12.2026
11	NRO PROGROWTH Dapodi	16D-14349101-02	Car	13.12.2026
12		16D-14349101-03	Car	13.12.2026
13	OLS Jyoti Pune	16D-14349101-10	Car	13.12.2026
14	NRO Vighnaharta Akurdi	16E-14340101-34	Car	13.12.2026
15	NRO Vimal CNG Bhumkar Chowk Wakad	16D-14349101-05	Car	13.12.2026
16		16D-14349101-06	Car	13.12.2026
17		16D-14349101-07	Car	13.12.2026
18	NRO LMD Bavdhan	16E-14340101-30	Car	13.12.2026
19		16E-14340101-28	Car	13.12.2026
20		16E-14340101-35	Car	13.12.2026
21	NRO Gaikwad Mundwa	17A-144406-19	Car	13.12.2026
22	NRO Samruddhi Nanekarwadi	16E-14340101-33	Car	13.12.2026
23		16E-14340101-31	Car	13.12.2026
24	NRO Mukundnagar Marketyard Swargate	15E-14191401-01	Car	13.12.2026
25		15E-14191401-08	Car	13.12.2026
26	Khandge Talegaon	17A-144406-20	Car	13.12.2026
27	Regal Petroleum Chikhali	16E-14340101-23	Car	13.12.2026
28	NRO Rathi Katraj	17A-144406-13	Car	13.12.2026
29		17A-144406-16	Car	13.12.2026
30		17A-144406-18	Car	13.12.2026
31	NRO Loankar CNG Mundwa	17A-144406-14	Car	13.12.2026
32		17A-144406-15	Car	13.12.2026
33		17A-144406-17	Car	13.12.2026
34	NRO Urja Fuel Khandve Nagar Wagholi	17A-144406-11	Car	13.12.2026
35		17A-144406-12	Car	13.12.2026
36	DBS Shree Sai Lohagaon	15E-14191401-06	Car	13.12.2026
37	DBS BP Expressway Parandwadi	15E-14189903-12	Car	13.12.2026
38	Shahid Patil Ambegaon	15E-14191401-10	Car	13.12.2026
39	Tekawade Service Station Hadapsar	15E-14189903-14	Car	13.12.2026
40	M/s Jaiguru Petroleum Chakan	16E-14340101-32	Car	13.12.2026
41	NRO Balaji Hadapsar	20E-14933801-22	Car	13.12.2026
42	DBS BP Expressway Parandwadi	20E-14933801-21	Car	13.12.2026

New O&M contract will be handed over to successful bidder after completion of the existing O&M contract as mentioned above. Any changes in the above expiry dates will be communicated time to time (before awarding the contract/service order) to the bidders

19. All the Dispensers are in good and healthy running condition. BIDDER shall be fully responsible to carry out '0' calibration for all flow meters if required. The same calibration will be carried out by the BIDDER in defined interval as and when required by MNGL.
20. Yearly calibration of all instruments such as pressure & temperature gauges, transmitters, switches, SRV etc. installed in dispenser are in BIDDER Scope.
21. MNGL will carry out yearly Stamping & Verification activity through Legal Metrology Dept. Any technical support required during stamping & verification activity is in Bidder scope.
22. Review Meeting –
    Fortnight Review Meeting: -Level of participation: BIDDERs/Site In charge Job Engineers. Agenda & meeting venue will be informed by client before 3-4 days in advance & in some cases immediately meeting will be scheduled to resolve the issues.

    Monthly Review Meeting: -Level of Participation: Senior Officers of MNGL and Participating BIDDERs. Meeting Agenda & Venue will be informed by client to bidder 3-4 days in advance & in some cases immediately meeting will be scheduled to resolve the issues.

O&M SCOPE OF WORKS

1.0 Scope of supply:

Any spare parts required during the contract period shall be supplied by contractor free of cost. Further, all the consumables, man power, housekeeping etc. required for carrying out the comprehensive Operation & Maintenance of the complete dispenser's package during the contract period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the dispensers shall be in scope of the contractor and shall be kept in stock. Electricity shall be supplied free of cost to the contractor.

2.0 Scope of works

1. The vendor will maintain adequate spares locally for repairing/refitting of damaged parts. The same will be audited periodically every quarter by MNGL staff.

2. Any damage to the dispenser property during operation by operator or filler will not be covered under AMC, the cost of the same will be borne by MNGL/ DEALER till the point is operational. This also includes Hose Pulling by Car or accidental Valve opening through filler causing accident.

3. All Faulty/damaged spares during regular maintenance will be replaced free of cost and MNGL will not reimburse the said costs incurred due to replacement of spares

4. The vendor to maintain adequate manpower to attend simultaneous complaints at different locations.

5. Maximum permissible downtime is of 6 hours. It means the complaint received by telephone or written email has to be attended to within 6 hours.

6. Warranty period of replaced spares to be provided as standard.

7. The contractor is required to carry out all services as mentioned in the scope of services and Schedule of Rates on all the 365 days including Sunday and all Holiday & around the clock.

8. The contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act/Law/and Rule made thereunder. However, no work shall be left incomplete/unattended on any holiday/weekly rest. Technician/operators provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-charge and deployed workman.

9. Contractor has to ensure the safety of man and machine all the times. The contractor shall remain at all times liable to MNGL for any loss or damage caused to any building plant machine, of MNGL due to careless, negligent, inexperienced act of default of the contractor, their agents, representative or employees. MNGL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the contractor the cost of repairs or the amount of loss or damages.

10. Safety Equipment's (PPE, s like shoes, helmet, caps, raincoats etc.) will be in Contractor's scope. For any type of non-adherence penalty will be imposed as per penalty clause.

11. Overall In charge, maintenance engineer & technician shall be provided with the conveyance and mobile phone for effective supervision and better co-ordination

12. Contractor shall provide the police verification of all the employees provided by him to carry out the operation & maintenance at various CNG mother station& DBS of MNGL, prior to the service.

13. The contractor will be liable for any loss or injury to MNGL employees/agents due to careless, negligent, inexperienced act or default of the contractor, his / her agent's representative or employees.

14. The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. MNGL does not make

any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.

15. The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by MNGL.

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

17. Contractor shall maintain proper record of his working employee's attendance and payment made to them.

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

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

20. The services shall be provided in terms of shift pattern on the round the clock basis. The contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.

21. The Company will have the right to deduct any amount payable by the Contractor to the Company from any amount payable by the Company to the Contractor under this contract.

22. The Contractor shall on or before the execution of this Agreement furnish a bank guarantee from a nationalized/scheduled bank for amount 10% of total contract value as per the format given by the Company. The Company shall hold this Bank Guarantee as a guarantee for timely and proper performance of the work by the Contractor. The said Bank Guarantee shall be invoked by the Company in the event of any breaches or negligence or default by the Contractor.

23. It is agreed between the parties that if the quality of jobs carried out by the Contractor are not of standard as required by Company and breach of any of the terms and conditions herein mentioned, the Company is at liberty to terminate this Agreement at the option of the Company by giving one months' notice in the writing to the Contractor without assigning any reasons thereof.

24. Bidder has to support MNGL during the CNG station automation work.

3.0 SCHEDULED MAINTENANCE :

1. All activities required to be carried out as per instruction of EIC.
2. All kind of machinery, tools, tackles and consumable items required to complete the above job are in the scope of the contractor.
3. Complete depressurizing of the equipment along with pipe fittings before proceeding with maintenance.
4. Scheduled maintenance shall be categorized as monthly basis. The tasks may be rescheduled based on equipment health as per instruction from EIC.
5. Vibration condition Monitoring will be carried out in scheduled maintenance.
6. In addition to the jobs in, the following jobs need to be carried out at each scheduled maintenance.
    a) Inspection/Cleaning/repair/replacement of valves, fittings and other piping's.
    b) Checking of diaphragms, O rings, gaskets. Replacements if required.
    c) Adjustment of PRVs.
    d) Cleaning/ house-keeping of the equipment including the foundation area
    e) Return of excess/unused material (as per standard Engineering practice) to storage areas as per instructions of EIC.
    f) The job shall be deemed completed only after successful trial including leak testing.

4.0 ROUTINE MAINTENANCE

Routine maintenance shall include the following in addition to OEM recommended checks

1. Checking for any abnormal sounds, vibration, loose bolts including foundation bolts and attending the problem if required.
2. Draining of Condensate from filter daily.
3. Cleaning of filters/strainers, and replacing them if required.
4. Checking for any leaks in pipe fittings and attending the leaks with proper gaskets, o-rings, PTFE as applicable.

5.0 TIME SCHEDULE & CONTRACT PERIOD

TWO years from the date of handing over the Dispensers packages.
Following tentative list of critical spares for preventive maintenance & breakdown maintenance will be maintained by bidder for smooth O&M activity.

Critical spares should be stored at centralized location or nearest to site in Pune (i.e. within 50 KM radius from pune) to minimize the maintenance time period.

Sr. No.	Spares Description	Qty.
1	FLOW METER COMPAC MAKE	2
2	MOTHER BOARD	1
3	DALLAS CHIP	2
4	HOSE ASSEY	2
5	THREE WAY VALVE	4
6	THREE WAY SEAL KIT	8
7	PROBE	10
8	PROBE O'RINGS	5000
9	ADAPTER O'RINGS	100
10	BREAKAWAY COUPLING	2
11	VENT TUBE	4
12	SOV	6
13	SOV SEAL KIT	12
14	SRV	2
15	EMERGENCY SWITCH	5
16	ON SWITCH	5
17	NGV WITH ADAPTER	2
18	NO NC CONTACT	5
19	ONE FEET HOSE	5
20	PT	2
21	THREE WAY VALVE KNOB	5
22	TWO WAY VALVE	4
23	TWO WAY VALVE SEAL KIT	8
24	PROCESSOR	1
25	SOFT WARE CHIP	2
26	GENERIC Display	4
27	REGULATOR VALVE	2
28	REGULATOR VALVE SEAL KIT	4
29	28VA SOLENOID COIL	6
30	FILTER ELEMENTS	6
31	SOLENOIL VALVE PISTON WITH O'RING	2
32	PRESSURE RELIEF VALVE	2
33	PRESSURE RELIEF VALVE SEAL KIT	4
34	POWER CARD	2

6.0 GENERAL SCOPE

The operation and maintenance services shall be provided in terms of shift pattern on round the clock basis.

Shift Timings are	I st Shift	7.00 AM to 3.00 PM
	II nd Shift	3.00 PM to 11.00 PM
	III rd Shift	11.00 PM to 7.00 AM

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

ii) The BIDDER is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all Holiday & around the clock.

iii) The BIDDER shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law and Rule made thereunder. However, no work shall be left incomplete/unattended on any holiday/weekly rest. Technician/operators provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-charge and deployed workman.

iv) BIDDER has to ensure the safety of machine at all times. BIDDER is responsible for any kind of consequential damages for CNG package due to negligence on BIDDER part.

vii) The BIDDER shall ensure that no person in the premises of CNG Station would smoke or no fire or other ingredients of ignition should be permitted in the vicinity of the CNG Station. BIDDER shall plan schedule maintenance in consultation and prior permission of Engineer-in-charge.

x) The BIDDER shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. MNGL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, telephone etc.

xii) The BIDDER will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by MNGL.

xiii) The work force deployed by the BIDDER for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the supplier as well as for the installation.

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

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

xvi) BIDDER shall maintain proper record of his working employee's attendance and payment made to them.

xvii) The BIDDER's representative/supervisor shall report daily to the Shift-in-Charge for day to day working.

xviii) All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by PURCHASER will be strictly adhered to by the BIDDER.

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

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

xxi) The services shall be provided in terms of shift pattern on the round the clock basis. The BIDDER is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.

xxii) All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the BIDDER, viz phones, mobiles etc.

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

xxiv) The BIDDER shall on or before the execution of this Agreement furnish a bank guarantee from a nationalized/scheduled bank for amount **10% Annualize Contract Value** as per the format given by the Company. The Company shall hold this Bank Guarantee as a guarantee for timely and proper performance of the work by the BIDDER. The said Bank Guarantee shall be invoked by the Company in the event of any breaches or negligence or default by the BIDDER.

xxv) It is agreed between the parties that if the quality of jobs carried out by the BIDDER are not of standard as required by Company and breach of any of the terms and conditions herein mentioned, the Company is at liberty to terminate this Agreement at the option of the Company by giving one months' notice in the writing to the BIDDER without assigning any reasons thereof.

xxvi) On the termination of this Agreement, the BIDDER will immediately remove himself and his directly or indirectly employed or deployed manpower from the said premises with all the goods, if any, property and effects belonging to him. The BIDDER shall not cause any hindrance or objection in such circumstances.

xxvii) BIDDER should submit the trouble shooting & root cause analysis report to MNGL, within 4-5 working days from the date of compressor B/D, failing to which RA bill will not be processed for the said LOA till the satisfactory report will not receive from bidder.

7.0 ACCOMMODATION/TRANSPORTATION/MEDICAL

The BIDDER shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and

company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the BIDDER personnel.

8.0 DISCIPLINE:

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

9.0 GATE PASS/IDENTY CARD

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

10.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

11.0 SUB-LETTING OF CONTRACT

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

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by BIDDER provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTOR TO BE SUPPLIED:

At the commencement of every month the BIDDER shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRCATORS or other persons or firms engaged by the BIDDER and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRCATOR'S LIABILITY NOT LIMITED BY SUB-CONTRCATORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the BIDDER shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the BIDDER

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

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:
If any SUB-CONTRCATOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the BIDDER request him to terminate such subcontract and the BIDDER upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-BIDDER(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRCATOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:
No action taken by the EMPLOYER under the clause shall relieve the BIDDER of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRCATOR(S) from the site.

12.0 COMPLIANCE OF LAWS

i) The BIDDER deploying 20(twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required. The BIDDER (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

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

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

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

i) The BIDDER shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. PURCHASER has to pay compensation for a workman employed by the supplier due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the supplier and /or security deposit. Insurance of equipment after performance test shall be arranged by owner.

ii) BIDDER has responsibility as a Principle employer to check all the statutory compliances of the deployed staff at MNGL site by Sub-Letting contractors. BIDDER has to check all the documents and verify it. MNGL is not responsible for any dispute regarding statutory complinaces.

13.0 THE ENGINEER IN CHARGE SHALL HAVE POWER TO

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

ii) During the currency of the contract, BIDDER needs to follow recommended plan of preventive maintenance of OEM and accordingly deploy the services and manpower.

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

14.0 REPATRIATION AND TERMINATION

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

15.0 INDEMNITY AGREEMENT

BIDDER shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the supplier hereby undertake to indemnify the company against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having

direct or indirect application for the persons engaged under this contract. (The supplier immediately on receipt of LOA shall submit a certificate to this effect).

16.0 Compensation for non-fulfillment of obligation under Annual Maintenance Contract (AMC) of COMPAC make Dispenser.

During the AMC for the period of 2 years, the Contractor must ensure that the dispenser is performing required services as define in the contract documents well round the 24 hours a day & 365 days. During AMC services if dispensers break down any time then Client have a right to impose penalty as defined in Contract.

The Dispenser cumulative analysis will be on monthly basis failing which penalty will be attracted. Penalty as per monthly down time of machine on cumulative basis will be as follows. The said penalty will be applicable for individual arm of dispenser.

1) Break-down time-up to 6 hours in a month - No Penalty
2) Break-down beyond 6 hours till 12 hours in a month -Rs 5,00 /-
3) Break-down beyond 12 hrs till 24 hours in a month Rs 1,000 /-
4) Break-down beyond 24 hrs in a month Rs 1500 /- per day

In any case/ any situation, total penalty will be limited to 50% of monthly invoice valve of concerned dispenser. CAPING-50% OF INVOICE VALUE
Non-availability of manpower in any shift/any workplace will not be tolerable. The BIDDER will be penalized for each such act as follows

1. For non-availability of Maintenance manpower, PPE, Uniform = 1% of Max. Invoice value of Single Disp. / Incident & Max. amount will be penalized up to 5% of the Max. Invoice value of each dispenser in a month.

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

We at MNGL will not tolerate any kind of Indiscipline act at the premises from the BIDDER employee's during the service time. If any such incident happens, the BIDDER will be penalized **2% of the Max. Inv. Value / Incident & Max. amount will be penalized up to 5% of single package invoice value.** In any Case/any situation, total cumulative penalty from all accounts (i.e. from gas loss, break down time, statutory requirements etc.) will be limited to 50% of monthly invoice value of concerned dispenser for concerned month. No penalty will be carried over to next month.

17.0 BIDDER RESPONSIBILITY

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

18.0 EMPLOYMENT LIABILITY OF BIDDER

i) The BIDDER shall ensure and will be solely responsible for payment of wages and other dues latest by 10th of the following month to the personnel deployed by him in the presence of the Company's representative.

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

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

iv) The BIDDER shall be responsible for any damages, losses or theft of any office furniture , equipment, fitting and fixtures etc. what-so-ever as may be caused directly or indirectly by the engaged persons through BIDDER for work carried out by them.

19.0. Payment Terms:

Monthly running account bills shall be submitted in triplicate subject to carrying out maintenance as per the scope of the work.
Payment shall be made from the F&A Dept. of MNGL, within 30 days from the date of receipt of the bill.
The bill should be submitted along with the copies of all reports-preventive / breakdown maintenance, operators attendance sheet (muster roll), register of wages, ESI monthly challan, EPF monthly challan & statutory testing reports and training reports as necessary duly certified by station In-Charge/Engineer-In-Charge.

20.0. Contract Performance Bank Guarantee:

Within 15 days of the receipt of the notification of award (LOA) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision of contract in the form provided in the bid document for two years from the date of Work Order.

The Performance security shall be for the amount equal to **10% of Annualize O&M Contract value** of the contract awarded towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of Maharashtra Natural Gas Ltd., Pune. Bank Guarantee shall be from any Indian scheduled commercial bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled

commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head, as per proforma enclosed in the Tender Document.

The Bank Guarantee shall be valid for a period stated under of General Conditions of The Contract. The said Bank Guarantee shall be in the same monetary currency as that of the Contract.

The Bank Guarantee will be discharged by MNGL within THREE months from the date of expiration of the seller's obligations under the contract.

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 the OWNER may award the order to the next lowest evaluated bidder or call for new bids at its discretion at the risk and cost of the successful Bidder.

LABOUR, LABOUR LAWS AND SITE REQUIREMENTS

1.1 **Labour**

1.1.1 The BIDDER 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 BIDDER shall provide on the site, an adequate supply of drinking and other water for the use of the BIDDER's staff and labors.

1.1.3 The BIDDER 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 sub BIDDER/ s, his/their servants, agents or employees.

1.1.4 The BIDDER 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-BIDDER/s, his/their servants, agents or employees.

1.1.5 The BIDDER 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 BIDDER 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 BIDDER 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 BIDDER 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 BIDDER. If as a result of BIDDER'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 BIDDER under this contract or any other contract or otherwise recover form the BIDDER any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the BIDDER. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the BIDDER.

1.1.9 The BIDDER 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 BIDDER shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labours indirectly engaged by Sub-BIDDERs in connection with the said works as if the labour had been directly employed by him.

1.1.11 The BIDDER 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 BIDDER 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 BIDDER 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 BIDDER 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 BIDDER 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 BIDDER or his sub-BIDDER 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 BIDDER 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.The BIDDER is to fulfill statutory obligations regarding Employees Provident Fund

1.3 Labour License

1.3.1 Before starting of work at site, BIDDER 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 BIDDER and he shall remove/resolve the same satisfactorily at his cost and risk.

1.4.2 The BIDDER 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 BIDDER shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work.

1.5.2 The BIDDER 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 BIDDER shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. BIDDER shall obtain prior permission for his workers 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 **BIDDER's Labourers to Leave Site on Completion of the Work**

The BIDDER'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 BIDDER 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 BIDDERs cost and risk to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the BIDDER.

1.8.3 The BIDDER shall be custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

1.8.4 The BIDDER shall dispose of the unserviceable materials, debris etc. to any area within the site premises as decided by the Engineer-in-Charge.

1.8.5 The BIDDER 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 **Protection of Existing Facilities**

1.9.1 BIDDER 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. BIDDER shall be responsible for location and protection of all underground lines and structures at his own cost.

1.9.2 Despite all precautions, should any damage to any structure/ utility etc. occur, the Owner/
Authority concerned shall be contacted by the BIDDER and repair shah forthwith be carried out by BIDDER at his expenses under the direction and to the satisfaction of Engineer-in-charge and the concerned Owner/ authority.

1.9.3 The BIDDER stall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

1.9.4 BIDDER 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.

1.9.5 BIDDER 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. BIDDER shall take adequate protective measures to prevent damage to these facilities during construction. BIDDER 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. BIDDER shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and BIDDER shall not be entitled to claim any extra at a later stage.

1.10 **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 BIDDER 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 BIDDER on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the BIDDER are delayed due to any reason not attributable to the BIDDER.

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

1.11 **Site Facilities**

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

(i) Arrangement for First Aid.

(ii) Any other facility/utility as may be required under the Contract.

2.0 **Rounding off**

All payments to and recoveries from the BIDDER shall be rounded off to the nearest rupee. Wherever the amount to be paid/recovered consists of a

fraction of rupee (paisa), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paisa or more and if the fraction of a rupee is less than 50 (fifty) paisa, the same shall be ignored.

3.0 **Computerized BIDDERs Billing System**

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

The bills will be prepared by the BIDDER on their own PCs as per the standard formats and codification scheme proposed by MNGL. The BIDDER will be provided with data entry software to capture the relevant billing data for subsequent processing. BIDDER will submit these data to MNGL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The BIDDER 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 BIDDER'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 BIDDER shall at his own costs and expenses obtain and shall cause any sub-BIDDER to obtain such insurances as may be necessary' to cover the liability of the BIDDER or as the case may be of such subBIDDER 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 subBIDDER to produce for inspection the relevant policy or polices 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 BIDDER's Employees**

Non-availability of labour or strike by the BIDDER'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.

SECTION - VI

UNPRISED SCHEDULE OF RATES (SOR)

Item: Tender for **Rate Contract for a period of 2 (two) years Comprehensive AMC of Compac make dispenser installed at various CNG stations in Pune GA**

Bid Document No.: MNGL/CP/**2026-27/130** dated 19.10.2026 - SOR Sheet is to be filled online through the web portal https://etenders.gov.in

Notes:

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

2. Bidder to quote for all the SOR items mentioned in SCHEDULE OF RATES / PRICE SCHEDULE / BoQ**.**

3. The rate should be ALL INCLUSIVE, including all expenses, other costs & charges etc.

4. Prices quoted shall be inclusive of all taxes/duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period.

5. Bidder shall note that any error in estimating these taxes & duties (GST) will be to Bidder's Account.

Bidder's Signature & Seal