MAHARASHTRA NATURAL GAS LTD.

(JV OF GAIL (INDIA) LTD. & BPCL)

BID DOCUMENT FOR

Tender For Operation & Comprehensive maintenance of M/s. KPCL make GED with Cummins Engine (Model GTA855BC) CNG compressor for period of two years installed at various CNG stations Pune GA

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

BID DOC. NO. MNGL/ CP/2026-27/133 dated 22.10.2026

MAHARASHTRA NATURAL GAS LIMITED	**Tender for Operation & Comprehensive maintenance of M/s. KPCL make GED with Cummins Engine (Model GTA855BC) CNG compressor for period of two years installed at various CNG stations Pune GA** **BID NO. MNGL/CP/2026-27/133**

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/2026-27/133 dated 22.10.2026
ITEM(S)	**Tender for Operation & Comprehensive maintenance of M/s. KPCL make GED with Cummins Engine (Model GTA855BC) CNG compressor for period of two years installed at various CNG stations Pune GA.**
TYPE OF BID	Open Domestic Competitive Bidding
EARNEST MONEY/ BIDSECURITY	Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft / BG /eBG/ Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
BID SECURITY VALIDITY	6 (SIX) months from the final bid due date
TENDER FEE (Non-refundable)	Not applicable
BID VALIDITY	4 (FOUR) months from the final bid due date
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	03.11.2026 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	04.11.2026 at 16:00 Hrs. IST
Pre-bid meeting	Monday, October 26 · 10:30 – 11:30am Google Meet joining info Video call link: https://meet.google.com/jiw-prwd-qvu
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	General Manager, C&P Department, M/s. Maharashtra Natural Gas Ltd., Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000 / 1156 / 1190 Email: kavita.sadaphule@mngl.in / gasaid@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 has to register itself on CPPP's website **https://etenders.gov.in/eprocure/app**. Please also note that the bidder must obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours subject to the submission of all requisite documents required in the process.

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.

Further the bidders are advised to ensure that their offer is on single-bidder responsibility basis and in total compliance of the 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 annualized 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) Bidders have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
xiv) Bidder is under liquidation.
xv) Bids not conforming to technical specifications/requirements.
xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xvii) Price Reduction Schedule.

However, MNGL reserves the right to request the bidder to withdraw the deviations against the 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 the **Operation & Comprehensive maintenance of M/s. KPCL make GED with Cummins Engine (Model GTA855BC) CNG compressor for period of two years installed at various CNG stations Pune GA.**

2.0 BIDDER'S ELIGIBILITY CRITERIA (BEC):

A) TECHNICAL:

The bidder should have executed/completed one Job of comprehensive Operation & Maintenance of Gas Engine Driven CNG Compressor (Minimum 1200 SCMH Capacity) in India for a period of at least One (01) year at a stretch, in the preceding 5 (Five) years reckoned from the final bid due date, for the quantity as under:

Sr. No.	Type of Compressor	Eligibility Criteria
1	1200 SCMH KPCL Make Gas Engine Driven (GED) CNG Compressor	for at least 01 Nos.

In support of this, the bidder must submit a copy of Work Order / Letter of Award / Letter of Acceptance and its completion/execution certificate issued by the Client.

In the 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 as under in any one of the last 3 (Three) audited financial years i.e. 2023-24, 2024-25 and 2025-26:

BoQ No.	Description of Compressor	Minimum Annual Turnover requirement
1	1200 SCMH KPCL Make Gas Engine Driven (GED) CNG Compressor	Rs. 85.00 Lakhs

B.2 Net Worth:

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

B.3 Working Capital:

The bidder should have a minimum working capital as under, as per the latest audited balance sheet i.e. for the year 2025-26:

BoQ No.	Description of Compressor	Minimum Working Capital requirement
1	1200 SCMH KPCL Make Gas Engine Driven (GED) CNG Compressor	Rs. 17.00 Lakhs

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 the 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 overall least cost basis to the Purchaser & order shall be placed on the L-1 bidder(s) accordingly.

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

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

INSTRUCTIONS 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 the 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 uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 of 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, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.

xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xv) Any other information/details required as per bid document.

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

b) 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 No. 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 No. 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-40 or

ii) to furnish Performance Guarantee in accordance with ITB Clause-41

iii) to accept correction of errors pursuant to ITB Clause-31

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 later. 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 annualized 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) Bidders have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
xiv) Bidders are under liquidation.
xv) Bidder is under litigation, which owners considers a disqualification.
xvi) Bids not conforming to technical specifications/requirements.
xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xviii) Price Reduction Schedule.

However, MNGL reserves the right to request the bidder to withdraw the deviations against the 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 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 the following factors:

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

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

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 price bids shall be opened online on e-tendering portal.

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

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/Service 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/ Service Order will constitute the formation of the Contract.

39.2 Delivery shall be counted from the date of Service 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 / Service Order:

40.1 PURCHASER will issue the Purchase Order / Service 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 the annualize value towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract.

Account details for SWIFT Statement of PBG:
Name of the Beneficiary: M/s. Maharashtra Natural Gas Limited
Name of the Bank & Address: State Bank of India
Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411003
A/c No.: 35310073625
IFSC Code: SBIN0008966

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.

44. Termination of Contract:

44(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.

44(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.

44(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**.**

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

45 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.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC - WORKS)

1 DEFINITIONS OF TERMS:

In this CONTRACT (as hereinafter defined), the following words and expressions shall have the meaning here assigned to them except where the context otherwise requires.

1) The OWNER/COMPANY/PRINCIPAL EMPLOYER/MNGL mean MAHARASHTRA NATURAL GAS LIMITED, having its Registered & Corporate office at Plot No. 27, 1st Floor, Narveer Tanajiwadi, PMPML Bus Depot Commercial Building, Shivajinagar, Pune - 411005 and includes its successors and assigns.

2) The "SERVICE PROVIDER" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the SERVICE PROVIDER'S legal Representatives his successors and permitted assigns.

3) The "Officer-in-charge / Engineer-in-charge" shall mean the person/ persons designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

4) The "WORK" shall mean and include all items and things to be supplied/done and services activities to be performed by the SERVICE PROVIDER in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

6) The "SUBCONTRACTOR- means any person or firm or Company (other than the SERVICE PROVIDER) to whom any part of the work has been entrusted by the SERVICE PROVIDER, with the written consent of the Officer-in-charge, and the legal representatives, successors and permitted assigns of such person, firm or company.

7) The “CONTRACT” shall mean the Agreement between the OWNER and the SERVICE PROVIDER for the execution of the works including therein all contract documents.

8) The "TENDER" means the proposal along with supporting documents submitted by the SERVICE PROVIDER for consideration by the OWNER.

9) The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to effect additions to or deletions from and alteration in the works.

10) The “APPOINTING AUTHORITY” for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.

11) “NOTICE IN WRITING OR WRITTEN NOTICE” shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

12) “APPROVED” shall mean approved in writing including subsequent written confirmation of previous verbal approval and “APPROVAL” means approval in writing including as aforesaid.

13) “FAX/LETTER OF INTENT/SERVICE ORDER” shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

14) “DAY” means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

15) “WORKING DAY” means any day which is not declared to be holiday or rest day by the OWNER.

16) “WEEK” means a period of any consecutive seven days.

17) “VALUE OF CONTRACT” shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the SERVICE PROVIDER for the entire execution and full completion of the work.

2 The Service Provider hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.

3 Service Provider hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The Service Provider has to provide necessary services to carry

out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.

4 The rates agreed herein shall remain firm till the expiry of the contract and extended period. The Service Provider shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to Service Provider's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, GST as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of GST Regn. No.

Statutory variations:
Tenderer should quote prices inclusive of Goods & service tax applicable on finished product. Any statutory variations on all taxes & duties, Goods & service tax to be included on finished product during the contractual completion period, shall be to the Employer's account for which the Service Provider will furnish documentary evidence(s) in support of their claims to MNGL. However, any increase in the rate of these taxes and duties (Goods & Service Tax) beyond the contractual completion period shall be to Service Provider's account and any decrease shall be passed on to MNGL.

5 All persons deployed by the Service Provider shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the Service Provider shall remain under his control, supervision & discipline. The SERVICE PROVIDER shall have the power to transfer, re-deploy and terminate their services. The SERVICE PROVIDER shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.

6 No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the Service Provider directly or indirectly to any persons, firm or corporation whatsoever.

7 The Service Provider shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and present his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, Service Provider shall be fully and exclusively responsible therefore and shall keep the company harmless and

indemnified from any consequential claims, actions, suits, proceedings, losses, or damages on any ground whatsoever.

8 All persons of the Service Provider entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The Service Provider shall provide safety shoes, uniform as desired by MNGL.

9 In case of the company considers presence of any of the persons of the Service Provider undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by company to the Service Provider on receipt of the said notice, such a person will not be reemployed without express and written authorization of MNGL.

10 Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waiver of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.

11 SERVICE PROVIDER shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.

12 The Service Provider shall remove or replace any workman whom the company considers incompetent or unsuitable.

13 MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The Service Provider shall accordingly provide services as may be required by contract coordinator on giving a notice of two days

14 SERVICE PROVIDER shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the SERVICE PROVIDER hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute 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 by the SERVICE PROVIDER under this CONTRACT.

15 Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the SERVICE PROVIDER and the SERVICE PROVIDER shall keep the company indemnified thereof.

16 The Service Provider shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.

17 The SERVICE PROVIDER/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.

18 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:
The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one SERVICE PROVIDERS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

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

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

19 TENDERER'S RESPONSIBILITY:
The intending tenderers shall be deemed to have visited the SITE and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.

20 SIGNING OF THE CONTRACT:
The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 15 days of the receipt by him of the LETTER OF INTENT OR SERVICE ORDER whichever is earlier.

21 NOTES TO SCHEDULE OF RATES:
The Schedule of Rates should be read in conjunction with all the other sections of the tender.

The tenderer shall be deemed to have studied the details of WORK to be done within TIME SCHEDULE and to have acquainted himself of the conditions prevailing at site.

Rates must be filled in the schedule of Rates of original Tender Documents. If quoted in separate typed sheets, no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of Rates shall be brought out in the terms and conditions of the offer. The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

The OWNER reserves the right to interpolate the rates for such items of work falling between similar items or lower and higher magnitudes.

22 POLICIES FOR TENDERS UNDER CONSIDERATION:

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

MNGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means MNGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

23 SERVICE PROVIDER TO INDEMNIFY THE MNGL:

The Service Provider shall indemnify the MNGL against all actions, proceedings claim, demands, costs and expenses which may be made against the MNGL or government for or in respect of or arising out of any failure by the Service Provider in the performance of his obligation under the contract document. MNGL shall not be liable for or in respect of any demands or compensation payable under any law in respect of any consequence of any accident or injury to any workmen or other person in the Service Provider shall indemnify and keep indemnified MNGL against all such damages and compensation & against all claims, demands proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

24 Following documents form the part of this contract.

a. Instructions to bidders,
b. Bid qualification criteria,
c. General conditions of contract.
d. Special conditions of contract and
e. Schedule of work / rates.

In case of doubt or dispute as to the interpretation of any clause contained, the decision of the company shall be final and biding on the Service Provider.

25 FORCE MAJURE:

If at any time during the currency of the contract the performance in whole or part by either party, or any obligation under this contract shall be prevented or delayed by reason of any hostility, act of public enemy, civil commotion, sabotage, fire floods, explosions, epidemics, quarantine, strikes, lookouts or acts of God (hereinafter referred to as events) then provided notice of the happening of any such events is given by either party to the other forthwith by not exceeding four hours from time of occurrence thereof, neither party shall by reason of any such event be entitled to have claim for charges / compensation / damages against the other in respect of such non-performance and / or delay in performance during such period.

26 LABOUR LAWS:

a) No labor below the age of 18 (eighteen) years shall be employed on the WORK.

b) The SERVICE PROVIDER shall not pay less than what is provided under law to laborers engaged by him on the WORK.

c) The SERVICE PROVIDER shall at his expense comply with all labour laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.

d) The SERVICE PROVIDER shall pay equal wages for men and women in accordance with applicable labour laws.

e) If the SERVICE PROVIDER is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the SERVICE PROVIDER.

f) The SERVICE PROVIDER shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in- charge.

g) The SERVICE PROVIDER shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The SERVICE PROVIDER shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they

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

h) The SERVICE PROVIDER shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employer's liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the SERVICE PROVIDER any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

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

27 ARBITRATIONS:

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to

any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by Managing Director, MNGL. There should be no objection from the Service Provider to any such appointment on the grounds that the Arbitration is an employee of the MNGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the MNGL he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, Managing Director shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at Pune, Maharashtra, India only.

28 EARNEST MONEY DEPOSIT / BID SECURITY

The tenderer must pay Earnest Money as given in the letter/notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening, Earnest Money can be paid in Demand Drafts, or Bank Guarantee of any Nationalized / Scheduled Bank in favor of M/s. MAHARASHTRA NATURAL GAS LIMITED.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the OWNER (as per F-4 above). No interest shall be paid by the OWNER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of “two month/60 days beyond the date of validity of the tender”. The EMD shall be forfeited in the event of the bidder withdrawing his offer.

The Earnest Money deposited by successful tenderer will be retained towards the security deposit for the fulfillment of the CONTRACT, but shall be forfeited if the tenderer fails to deposit the requisite Security deposit as per clause 29 of General Terms of contract hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT (As per Appendix - proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

The Earnest Money of the unsuccessful tenderers will be refunded by MNGL directly to the tenderers within a reasonable period of time. Correspondence in this regard may be addressed to MNGL directly by the TENDERERS.

Note: The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Earnest Money Deposit / 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.

29 Performance Bank Guarantee / Security Deposit: The Service Provider shall submit Bank Guarantee in our prescribed format, for a value of 10% of annualized contract value, in favor of MNGL, valid for a period of 63 months as security deposit, from Nationalized / Scheduled bank except Co-operative bank within 15 days from the date of issue of this Service Order. The Security Deposit will not bear any interest. Any amount due to MNGL, as per contractual terms & conditions shall be deducted from Security Deposit. In case Security Deposit is not sufficient to recover the outstanding amount, then MNGL reserves the right to recover the same from any other means available to MNGL.
In case of failure to submit the Security Deposit within the stipulated time, the LOI (Letter of Intent) / Service Order issued may be withdrawn & EMD submitted against the tender may be forfeited.

30 RIGHTS OF THE OWNER TO FORFEIT SECURITY DEPOSIT:
Whenever any claim against the SERVICE PROVIDER for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the SERVICE PROVIDER. In the event of the security being insufficient or if no security has been taken from the SERVICE PROVIDER, then the balance or the total sum recoverable, as the case may be deducted from any sum then due or which at any time thereafter may become due to the SERVICE PROVIDER. The SERVICE PROVIDER shall pay to the OWNER on demand any balance remaining due.

31 The Service Provider shall execute an agreement with MNGL within 15 days form the award of contract. However, agreement shall be executed only after submission of valid Security Deposit against the contact.

32 Mobilization Period: The deployment for the services shall be within 15 days or earlier from the date of intimation by Engineer-In-Charge (EIC) of MNGL, Pune. In case of failure, MNGL reserves the right to cancel the contract.

33 Payment Terms:
As per terms mentioned at Scope of Work.

34 Contract Period:
The contract shall be valid up to completion of the activity.

35 Insurance:

SERVICE PROVIDER as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT (ESI):

The SERVICE PROVIDER 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 SERVICE PROVIDER further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by SERVICE PROVIDER or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this SERVICE PROVIDER whether brought by employees of the SERVICE PROVIDER, by third parties or by Central or State Government authority or any political subdivision thereof.

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

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the SERVICE PROVIDER 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 SERVICE PROVIDER when the ESI Act is extended to the place of work.

ii) EMPLOYEE'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be affected for all the SERVICE PROVIDER'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the SERVICE PROVIDER shall require providing workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the SERVICE PROVIDER'S Insurance.

iii) ANY OTHERINSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

SERVICE PROVIDER 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 OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

iv) ACCIDENT OR INJURY TO WORKMEN:

The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the SERVICE PROVIDER or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the SERVICE PROVIDER shall indemnify and keep indemnified the OWNER 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.

36 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:

i) SERVICE PROVIDER shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the SERVICE PROVIDER, his employees, agents, representatives etc.

ii) The SERVICE PROVIDER shall take sufficient care that employees /representatives/agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third-party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the SERVICE PROVIDER.

iii) The SERVICE PROVIDER shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the SERVICE PROVIDER, his employees, agents, subcontractors, his agents, representative of subcontractors.

SERVICE PROVIDER shall exclusively be liable for group insurance as per the provision of Workman Compensation Act for the persons engaged/employed by him. Company shall not be liable for or in respect of any damages or

compensation to any persons engaged by the SERVICE PROVIDER and the SERVICE PROVIDER shall keep the company indemnified thereof.

37 In case the Service Provider fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of Service Provider and penal deduction shall be made from the Service Provider's bills and the decision of MNGL in this connection shall be final and binding on the Service Provider.

38 The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.

39 The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

40 The Service Provider (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.

41 The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.

42 The Service Provider shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Employee's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

43 The Service Provider shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Service Provider for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each Service Provider shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.

44 The Service Provider shall regularly submit all relevant records/documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Service Provider.

45 The Service Provider shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The Service Provider shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.

46 The Service Provider shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the Service Provider.

47 The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

48 MNGL RESERVES THE RIGHT TO:

i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.

ii. Issue the SERVICE PROVIDER from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the SERVICE PROVIDER shall carry out and be bound by the same.

iii. In order the Service Provider to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the Service Provider shall be final and binding on the Service Provider.

49 AWARDS OF CONTRACT:
The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telegram/Fax or by Letter or like means defined as LETTER OF INTENT OR SERVICE ORDER.MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.

50 The Service Provider shall be required to obtain requisite labour license/permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The Service Provider shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the Service Provider hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the

provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the Service Provider and the Service Provider shall keep the company indemnified thereof.

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

52 In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the Service Provider or terminate the contract and forfeit his security deposit etc.

53 The company for any reason whatsoever, of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the Service Provider shall vacate the workplace with his men and material on the expiry of such notice period in the event of such termination of the contract. The Service Provider shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc. within a period of two months at the discretion of the officer in charge.

54 MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 30 days' notice.

55 The Service Provider shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the Service Provider. At the appointed date, place hour the Service Provider shall make available persons to be engaged along with appropriate tools wherever stated.

56 The Service Provider shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.

57 The Service Provider shall issue an identity card to all its employees engaged for the services to be provided. The Service Provider shall also provide at his own cost safety equipment, materials, uniforms etc. to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

58 The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employments of personnel deployed by him.

59 The Service Provider shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.

60 For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the Service Provider and out of such amount or the amounts likely to fall due to the Service Provider (but without obligation to do so) make such payments as it may consider necessary for smooth working.

61 Service Provider shall deploy the resources as per the requirements.

62 The company shall have the power to issue necessary instructions to the Service Provider concerning discipline, decorum, work performance, safety etc. in respect of the employees of the Service Provider engaged by him for providing the services to the company and the Service Provider shall ensure compliance of all such instruction strictly.

63 No payments shall be payable other than schedules payment to the Service Provider.

64 The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.

65 Income tax as per rule, any other taxes shall be deducted from Service Provider's monthly bill / bills. Income Tax deduction certificate shall be issued to the Service Providers.

66 The bidder shall deem to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.

67 Jurisdiction:
The CONTRACT shall be governed by and construed according to the laws in force in INDIA. The SERVICE PROVIDER hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at PUNE, MAHARSHTRA, INDIA only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

68 MNGL reserves the right to terminate the contract with 15 days' notice without assigning any reason.

69 Bidder to confirm the unconditional acceptance to the following clauses of the tender:

i) Security Deposit /Performance bank guarantee
ii) Schedule of Rates.
iii) Termination.
iv) Scope of Work.
v) Arbitration.
vi) Period of Validity Offer.

70 Price Reduction Schedule for Delayed Delivery

70.1 If the Service Provider fails to provide the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

70.1.1 Deductions shall apply as per following formula:
The services which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the total contract value per complete week of delay or part thereof subject to a maximum up to 5% of the total order value.

70.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

70.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the

71 DOCUMENTS:

71.1 GENERAL
The tenders as submitted will consist of the following:

i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.

ii) Earnest money in the manner specified in Clause 28 hereof.

iii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required

iv) Information regarding Tenderers in the proforma enclosed.

v) Details of work of similar type and magnitude carried out by the Tenderer.

vi) Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.

vii) The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC.

72 LIMITATIONS OF LIABILITY

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

73 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.

SECTION - IIIA

FORMS AND FORMATS

F-1
BIDDER'S GENERAL INFORMATION

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

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

(SIGNATURE OF BIDDER WITH SEAL)

F-2
BID FORM

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

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE
DATE: _____

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 Road, Baner, Pune - 411045

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.

2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.

3. 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 Road, Baner, Pune - 411045

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by M/s. Maharashtra Natural Gas Ltd. 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 req6ired, 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.

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

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 Road, Baner, Pune - 411045

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

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 Road, Baner, Pune - 411045

Dear Sir,

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

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

(**SEAL AND SIGNATURE OF BIDDER**)

F-8

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sir,

M/s_____ have been awarded the work of _____ for Maharashtra Natural Gas Limited, PUNE against Purchase Order No. _____.

The Contracts conditions provide that the SUPPLIER 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 are 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.

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid *to* be considered as Pune.

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

3. A letter along with SWIFT Statement / Message from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

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

F – 9
[APPLICABLE FOR DOMESTIC TENDERS]
PACKING, MARKING AND SHIPPING INSTRUCTIONS

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

a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.

b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.

c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.

d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

1.0 **SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY**

1.1 **Packing**

1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.

1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

1.1.3 All delicate surface on equipment's/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.

1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.

1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.

1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.

1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

1.2 **Marking**

1.2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

(OWNER)
PROJECT
(DESTINATION)

Purchase order No. _____
Net Wt._____ Kgs.
Gross Wt. _____ Kgs.
Dimensions_____X_____X _____CMS.
Package No. (S. No. of total Packages) _____
Supplier's name_____

1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tonnes and above.

1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

1.3 Dispatch

(a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to
- General Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(b) Dispatch by Road

(i) The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, the Transport Company is named by PURCHASER.

(ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following: -
- General Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(c) Shipment by Air

Whenever SUPPLIER is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is affected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of MNGL's agents shall be intimated later.

(d) Advance Information

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

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

(e) Transmission of Dispatch Documents

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

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

A M/s. Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045
Ph. No. – 020 25611000
Fax no. – 020 25511522

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

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

F-10

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:

FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub.: Acceptance of Tender Terms & Conditions.

Tender Reference No.:

Name of Tender / Work:

Dear Sir / Madam,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization have also been taken into consideration while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s) / corrigendum(s) in their 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/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

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,

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:

SECTION – IV

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:	
i)	Schedule of Rates/ Prices without specifying the rates/ prices is submitted in the unpriced part.	
ii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
4.	Confirm that the price has been submitted on the e-portal only.	
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 the deviation/terms & conditions are not mentioned in the price part. In case any terms and conditions 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 and acceptance to total Scope of Work mentioned in the Bidding Document.	
10.	Confirm your compliance to critical stipulations of tender document as mentioned below:	
i	Contract Performance Bank Guarantee – as per tender document	
ii	Schedule of Rates – as per tender document	
iii	Arbitration – as per tender document	

iv	Termination – as per tender document	
v	Terms of Payment – as per tender document	
vi	Price Reduction Schedule / Penalty Clauses – as per tender document	
11.	Confirm your acceptance for `Time Schedule' as mentioned in Bidding Document.	
12.	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 (GCC) and Special Conditions of Contract (SCC).	
13.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, QA/ QC, etc.	
14.	Confirm that all costs resulting from safe execution of services, 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.	
15.	Confirm the following:	
i)	The planning schedule, manpower estimates, construction equipment deployment schedule, etc., submitted by the bidder with their Bid are indicative and shall not be the basis for extra compensation in case actual needs are higher.	
ii)	Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front.	
iii)	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials are required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front, are included in the quoted rates.	
16.	Please confirm that the deployment schedule of supervisory personnel(s) & deployment schedule of construction equipment shall be reviewed and finalized after the award of work.	

	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, Conditions of Contract 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.	

Bidder Signature & Stamp:
Name:
Designation:

PROFORMA FOR CONTRACT AGREEMENT

Service Order No. / Work Order No._____ Dated_____

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

WHEREAS

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

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally 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.
M/s. MAHARASHTRA NATURAL GAS LTD.	(NAME OF THE CONTRACTOR)
Date: _____	Date: _____
Place: _____	Place: _____
IN PRESENCE OF TWO WITNESSES	
1._____	1. _____
2._____	2. _____

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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 M/s. _____ (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 / Service Order 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 _____ Only).

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:
Date:
Official seal of the CONTRACTOR

SECTION – V

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)

Operation and Comprehensive maintenance of M/s KPCL make GED CNG compressor having capacity of GED 1200 SCMH including supply of major and top overhauling spares for period of two (2) years installed at various CNG stations Pune GA.

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 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 (Total - 127 CNG Station) to cater the CNG needs of our valuable customers. The bidder is required to provide skilled manpower with 100% availability of genuine spares to carry out operation and Comprehensive maintenance contract of KPCL make online CNG Compressors including supply of major and top overhauling spares during hourly base maintenance.
The scope involves:

- **Operation and Comprehensive Maintenance** of:
  - **M/s KPCL make compressors**:
    - **GED (Gas Engine Driven)** – 1200 (4 GED for regular operation)
- Supply of **major and top overhauling spares**
- Maintenance on an **hourly base schedule**
- Manpower provision and ensuring **100% genuine spares availability**

COMMERCIAL TERMS

- **Bidders to quote separately** for:
  - **Operation Charges (Statutory payment will pay by MNGL) Bidder has to quote services charges considering regular operation.**
  - **Comprehensive Maintenance Charges**

- **Statutory wage payments** to operators will be provided **at actuals by MNGL**, with **half-yearly variation in DA wages for Two (2) Years AMC Period.**

2.0 Compressor & Manpower Details

2.1 Compressor details are as follows:

Sr. No.	Location	Compressor Sr. No.	Make	Compressor Make	Capacity	Qty.
KPCL Make Compressor						
1	Shree Balaji, Nigdi	PGS NO.-267	KPCL	GED	1200	1
2	OLS Jyoti Petroleum Sinhagad Road Pune	PGS NO-268	KPCL	GED	1200	1
3	OLS Dharmavat Petroleum Pisoli	PGS NO-311	KPCL	GED	1200	1
4	CODO Sai Sayaji Kothrud	PGS NO.-331	KPCL	GED	1200	1

2.2 Manpower required for Maintenance.

Designated manpower like overall in-charge (Mechanical/Electrical), Instrumentation Engineer, Technicians (Mechanical/Instrumentation) should be provided at the time of taking comprehensive maintenance contract during the AMC period.

Sr. No.	Location	Comp. Sr. No.	Comp. Type-Make	Capacity	Qty.	Designation	Manpower For Maintenance	Reliever
1	Shree Balaji, Nigdi	PGS NO.-267	GED KPCL	1200	1	In-Charges (Mechanical/ Electrical)	1	
2	OLS Jyoti Petroleum Sinhagad Road Pune	PGS NO-268	GED KPCL	1200	1	Instrumentation Engineers	1	
3	OLS Dharmavat Petroleum	PGS NO-311	GED KPCL	1200	1	Technician Mechanic	1	1

	Pisoli					al		
4	CODO Sai Sayaji Kothrud	PGS NO.-331	GED KPCL	1200	1	Electrical Instrumentation		
Total							3	1
Final Total							4	

2.3 Manpower required for operations:

Sr. No.	Location	Comp. Sr. No.	Comp. Type-Make	Capacity	Qty.	Designation	1st Shift	2nd Shift	3rd Shift
KPCL Make Compressor									
1	Shree Balaji, Nigdi	PGS NO.-267	KPCL-GED	1200	1	Operator	1	1	1
2	OLS Jyoti Petroleum Sinhagad Road Pune	PGS NO-268	KPCL-GED	1200	1	Operator	1	1	1
3	OLS Dharmavat Petroleum Pisoli	PGS NO-311	KPCL-GED	1200	1	Operator	1	1	1
4	CODO Sai Sayaji Kothrud	PGS NO.-331	KPCL-GED	1200	1	Operator	1	1	1

MNGL reserves the rights for allocations of compressor packages sites for maintenance. MNGL also reserves the rights for optimization of Compressor operator as per MNGL requirement. (SHIFT WISE)

2.4 Manpower Required for Daily MIS/DPR/ Gas Balancing etc. reports to MNGL on day to day basis: - 1 No. (DATA ENTRY OPERATOR)

2.5 Qualification / Experience:

Manpower	Qualification	EXPERIENCE
In-charge	B E. in Mechanical/ Electrical Engineering	Minimum 3 years' experience in O&M of CNG online compressors
Diploma Engineer (Instrumentation)	Diploma in Instrumentation	Minimum 3 years' experience in O&M of CNG online compressors
Technician	Minimum ITI	Minimum 2 years' experience in

	(Mechanical/Electrical/Instrumentation)	CNG –O & M or relevant field.
Operator	Minimum ITI (Any Faculty)	Minimum 1 years' experience preferably in CNG –O & M or relevant field.
Data Entry Operator	Graduate & Computer Operation Knowledge (Any Faculty)	Minimum 1 years' experience preferably in CNG –O & M or relevant field.

3.0 SPECIAL WORK CONDITIONS:

1. BIDDER should ensure his operator gets trained properly and possesses STC card before deploying at site. Without STC training operators would not allow to do the CNG compressor operations.

2. **BIDDER will select the compressor operator and before deployment at MNGL sites, MNGL representative will take the Interviews of the operators.**

3. BIDDER should provide its photo identity card to all the employees deployed for compressor operation. These I-card /Batch are to be constantly displayed during duty hours. The ID card should be reissued immediately in case of loss or damage.

4. Shuffling of operator from one location to another in consultation with AIC/EIC.

5. OFFICE/CONTROL ROOM SET UP FOR CO-ORDINATION & TO RUN THE SMOOTH O&M OPERATIONS,

a. One dedicated Office set up along with manpower for 24 Hrs to co-ordinate day to day O&M activities along with all instruments, Phones, PCS, Net Facility, equipment's, special tools & tackles and 100% availability of spares around the clock.

b. BIDDER shall provide uniform (Both T-Shirt/Shirt + Trouser are mandatory) & PPEs (Good quality safety shoes, helmets, Raincoat, Gloves etc.) to All the 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.

c. 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. **As the standard validity of the Police Verification certificate is One Year, it needs to be issued Every Year.**

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.

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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.
12. 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.

13. 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

The current minimum wages applicable as per minimum Wages Act 1948.

****Any Statutory variation in minimum wages and other applicable statutory requirement as per Minimum Wages Act 1948 shall be paid by contractor to deployed staff. ****

Bidders to quote separately for Operation Charges (Statutory payment will pay by MNGL) Bidder must quote services charges considering regular operation.
Statutory wage payments to operators will be provided at actuals by MNGL, with half-yearly variation in DA wages for Two (2) Years AMC Period.

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 December 2026**	
Pune	**As per MAHARASHTRA FACTORIES (RESIDUAL) CATEGORY**	
	Semiskilled	Skilled
Basic	11445	12605
DA	3600	3600
Total (A)	**15045**	**16205**
HRA 5% of Basic + DA	752.25	810.25
Total (B)	**15797.25**	**17015.25**
PF @ 13%	1955.85	2106.65
ESI @ 3.25%	488.96	526.66
Leave Encashment	752.25	810.25
Bonus (Minimum Rs. 7000/-)	1253.25	1349.88
Maharashtra Labour Welfare Fund	12.50	12.50
Total (C)	**4462.81**	**4805.94**
Grand Total	**20260.06**	**21821.19**
For 26 Days	779.23	839.28
Wages (Basic+DA) per day	**579**	**623**
Basic per day	**440**	**485**
DA per day	**138**	**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.
7

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 During Contract the spare consumed during TOP/MOH maintenance the consumed spare like head/liner/piston (Cast iron) to be handover to Bidder.

18 COMPRESSOR PACKAGES ENGINE MAKE & MODEL DETAILS ARE AS FOLLOWS

Sr. No.	Location	Compressor Sr. No.	Compressor Type Make	Capacity	Engine Model	Qty.
1	Shree Balaji, Nigdi	PGS NO.-267	KPCL-GED	1200	Cummins GTA855C	1
2	OLS Jyoti Petroleum Sinhagad Road Pune	PGS NO-268	KPCL-GED	1200	Cummins GTA855C	1
3	OLS Dharmavat Petroleum Pisoli	PGS NO-311	KPCL-GED	1200	Cummins GTA855C	1
4	CODO Sai Sayaji Kothrud	PGS NO.-331	KPCL-GED	1200	Cummins GTA855C	1

Details of GED/EMD Compressors clocked running hours

Sr. No.	Location	Comp. Sr. No.	Comp. Type Make	Capacity	Date & Time Running Hrs. Taken	Clocked Running Hrs.
1	Shree Balaji, Nigdi	PGS NO.-267	KPCL-GED	1200	17.10.2026 @7.00AM	20811.10
2	OLS Jyoti Petroleum Sinhagad Road Pune	PGS NO-268	KPCL-GED	1200	17.10.2026 @7.00AM	42681.28
3	OLS Dharmavat Petroleum Pisoli	PGS NO-311	KPCL-GED	1200	17.10.2026 @7.00AM	32089.4
4	CODO Sai Sayaji Kothrud	PGS NO.-331	KPCL-GED	1200	17.10.2026 @7.00AM	46950.6

19 SUMMARY SHEET OF EXISTING COMPRESHENSIVE O&M CONTRAC

KPCL MAKE CNG COMPRESSOR CONTRACT EXPIARY SHEET					
Sr. No.	Location	Compressor Sr. No.	Compressor Make & Type	Capacity	O&M contract will be expired on Dt.
8	Shree Balaji, Nigdi	PGS NO.-267	KPCL-GED	1200	30.11.2026
12	OLS Jyoti Petroleum Sinhagad Road Pune	PGS NO-268	KPCL-GED	1200	30.11.2026
13	OLS Dharmavat Petroleum Pisoli	PGS NO-311	KPCL-GED	1200	30.11.2026
14	CODO Sai Sayaji Kothrud	PGS NO.-331	KPCL-GED	1200	30.11.2026

20 SUMMARY SHEET OF TOP and MAJOR Overhauling for Two Years

Sl. N0.	LOCATION	Compressor Sr. No.	OEM	Type	Compression Capacity	O&M Contract will be Expiry on Date	HMR 20.09.2026	Contract Start HMR	2026-27 HMR
M/s KPCL Make Online Compressor									
1	Shree Balaji, Nigdi	PGS NO.-267	KPCL	GED	1200	30.11.2026	20606	20606	MOH
2	Jyoti Petroleum Sinhagadroad	PGS NO-268	KPCL	GED	1200	30.11.2026	42386	42386	MOH
3	Dharmavat Petroleum Pisoli	PGS NO-311	KPCL	GED	1200	30.11.2026	31756	31756	TOP
4	CODO Sai Sayaji Kothrud	PGS NO.-331	KPCL	GED	1200	30.11.2026	46490	46490	MOH
		No. of TOH	1	0	1				
		No. of MOH	2	1	3				

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.

20 All the machines are in good and healthy running condition. All Mass Flow meters will be calibrated through FCRI by Bidder. Along with, BIDDER shall be fully responsible to carry out '0' calibration including any other maintenance related to flow meters. As calibration is statutory requirement and an ongoing process, there is no requirement of initial calibration from MNGL. The same calibration will be carried out by the BIDDER in defined interval as and when required by MNGL (the same includes calibration of all instruments such as pressure & temperature gauges, transmitters, switches, etc.)

It is clarified as under.

21 Clarification on Mass Flow Meter Calibration Responsibility

With reference to the bidder's query regarding conflicting statements on calibration responsibility, the clarification is as follows:

FCRI Calibration

All Mass Flow Meters will be calibrated through Fluid Control Research Institute (FCRI) by MNGL.

The cost of FCRI calibration shall be borne by MNGL.

'Zero' (0) Calibration

The BIDDER shall be fully responsible to carry out '0' calibration of all Mass Flow Meters at site.

This activity is to be performed by the bidder as part of regular operations and maintenance to ensure accuracy and reliability.

The cost towards manpower, tools, and other incidental requirements for '0' calibration shall be included in the bidder's scope.

Defined Interval Calibration

Calibration is an ongoing process carried out at defined intervals to maintain compliance and performance.

Hence, there is no requirement of initial calibration from MNGL at the time of contract start.

As and when calibration is due during the AMC period, the BIDDER shall carry out the defined interval calibration, except for FCRI calibration which will remain under MNGL's scope.

Summary:

FCRI Calibration → MNGL's Responsibility

'0' Calibration & Defined Interval Calibration (other than FCRI) → Bidder's Responsibility

22 Top end & major overhauling is a preventive maintenance to be carried out during regular interval. As per OEM Manual, the Top Overhaul should be carried out in between 9000-12000 Running hrs. & Major Overhaul in between 22000-24000 Running hrs. Require spare for top and major overhauling maintenance including all other work, labour, consumables, lubricants, lubricating oil, coolant, sealant etc. will be provided by BIDDER during carrying out top and major overhauling **recommended by OEM.**

23 Please refer Annexure – I for List of mandatory spares (Cummins Engine Model GTA855C) required during Top overhauling Spares and Annexure II for Major Overhauling Spares.

Annexure – I Top Overhauling Spares GTA855C

Sl. No.	Part Description	Item Code	HSN Code	Quantity for 1 Lot
1	INHIBITOR,CORROSION 10 LITERS	3167218	84149090	1
2	STRIP TEST	4912590	84149090	2
3	ELEMENT,OUTER	4957708	84149090	1
4	ELEMENT,INNER	4957709	84149090	1
5	ELEMENT,LUB OIL FILTER	3238204	84149090	1
6	GASKET,ROCKER LEVER COVER	4072426	84149090	3
7	GASKET,IGNITION COIL	5276094	84149090	6
8	PLUG,SPARK	4090432	84149090	6
9	EXTENSION,IGNITION COIL	2893706	84149090	6
10	COIL,IGNITION	2893864	84149090	6
11	SEAL,O RING	3394581	84149090	12
12	HOSE,FLEXIBLE	3253272	84149090	1
13	BELT,V RIBBED	5413187	84149090	1
14	HOSE,FLEXIBLE	3414588	84149090	1
15	THERMOSTAT	135675	84149090	1
16	HOSE,PLAIN	3071160	84149090	1
17	HOSE,ELBOW	4056439	84149090	1
18	HOSE,ELBOW	3030513	84149090	1
19	CLAMP,T BOLT	125741	84149090	1
20	CLAMP,T BOLT	152026	84149090	1
21	HOSE,FLEXIBLE	AK 4032 SS	84149090	1
22	HOSE,FLEXIBLE	AK 4024 SS	84149090	1

23	HOSE,FLEXIBLE	AK 4016 SS	84149090	1
24	HOSE,PLAIN	63241 F	84149090	1
25	SEAL,THERMOSTAT	186780	84149090	1
26	CLAMP,T BOLT	149437	84149090	1
27	CLAMP,T BOLT	125740	84149090	1
28	HOSE,PLAIN	63411	84149090	1
29	CLAMP,T BOLT	125739	84149090	2
30	CLAMP,T BOLT	140332	84149090	4
31	CLAMP,HOSE	3008690	84149090	4
32	SEAL,O RING	172205	84149090	12
33	CLAMP,HOSE	43828 C	84149090	2
34	GASKET,THERMOSTAT HOUSING	130740	84149090	2
35	HEAD,CYLINDER	4348735	84149090	3
36	WATER PUMP & IDLER	4979139	84149090	1
37	UPPER ENGINE GASKET SET	4024946	84149090	1
38	KIT,TURBO REPAIR 4LG	3545661	84149090	1
39	ASSEMBLY,DIAPHRAGM CARBURATOR	AX1005384	84149090	3
40	GASKET,OIL PAN	3099083	84149090	1
41	GASKET,WATER PUMP	3076522	84149090	1
42	SCREW,SLOTTED SET	168306	84149090	12
43	HOSE,HUMP	3030787	84149090	1
44	GASKET,TURBOCHARGER	206576	84149090	1
45	GASKET,EXH OUT CONNECTION	3229096	84149090	1
46	GASKET,EXHAUST MANIFOLD	4084347	84149090	6
47	GASKET,FLANGE	3233004	84149090	2
48	GASKET,CONNECTION	3024960	84149090	1
49	GASKET,CONNECTION	201048	84149090	1
50	NUT,REGULAR HEXAGON	S 212	84149090	12
51	GASKET,CONNECTION	201049	84149090	1
52	GASKET EXH MANF WATER IN	65399	84149090	1
53	GASKET,AFT HOUSING	216486	84149090	2
54	GASKET,LUB OIL CLR COVER	3010030	84149090	1
55	GASKET,LUB OIL CLR COVER	218245	84149090	1
56	SEAL,O RING	3007713	84149090	2

57	RING,RETAINING	3006745	84149090	2
58	GASKET,OIL COOLER SUPPORT	3008017	84149090	1
59	END,CONTROL ROD	101646	84149090	1
60	END,CONTROL ROD	103000	84149090	1
61	HOSE,PLAIN	3167186	84149090	1
62	SEAL,O RING	215705	84149090	1
63	SEAL,OIL	3020183	84149090	1
64	SEAL,DUST	3076203	84149090	1
65	SEAL,OIL	3020185	84149090	1
66	BUSHING	132770	84149090	1
67	HOSE,PLAIN	3081053	84149090	2
68	SEAL,O RING	195952	84149090	4
69	ISOLATOR,VIBRATION	102486	84149090	2
70	SEAL,GROMMET	4949906	84149090	6
71	CONNECTION,TUR OIL DRAIN	4071996	84149090	1
72	WASHER,PLAIN	3392039	84149090	6
73	HOSE,FLEXIBLE	AK10036 SS	84149090	1
74	HOSE,FLEXIBLE	AK10027 SS	84149090	1
75	HOSE,FLEXIBLE	AK10027SS	84149090	1
76	SCREW,CROSSHEAD ADJUSTING	147389	84149090	6
77	NUT,HEAVY HEXAGON	203131	84149090	6
78	HOSE,PLAIN	215964	84149090	1
79	SEAL,OIL	3078017	84149090	2
80	DISC,COUPLING	4922591	84149090	1
81	LINER,CYLINDER	3241328	84149090	6

Optional Spares for Top Overhauling if required GTA855C

Sl. No.	Part Description	Item Code	HSN Code	Quantity.
1	TURBOCHARGER	3503112	84149090	1
2	KIT PISTON ASSLY & RING S	KIT3880628	84149090	1
3	BEARING,CONNECTING ROD	214950	84149090	1
4	FILTER,COMPRESSED AIR	3235031	84149090	1
5	PUMP,LUBRICATING OIL	3609833	84149090	1
6	CARBURETOR	2879594	84149090	1

Annexure – II Major Overhauling Spares GTA855C

Sl. No.	Part Description	Item Code	HSN Code	Quantity for 1 Lot
1	PLUG,SPARK	4090432	84149090	6
2	LINER,CYLINDER	3241328	84149090	6
3	STRIP TEST	4912590	84149090	2
4	HOSE,PLAIN	3081053	84149090	2
5	UPPER ENGINE GASKET SET	4024946	84149090	1
6	SET,LOWER ENGINE GASKET	3801468	84149090	1
7	CLAMP,T BOLT	140332	84149090	4
8	SENSOR,OXYGEN	4926783	84149090	1
9	HOSE,PLAIN	3071160	84149090	2
10	HEAD,CYLINDER	4348735	84149090	3
11	PUMP,LUBRICATING OIL	3609833	84149090	1
12	HOSE,ELBOW	4056439	84149090	1
13	DOWEL,RING	3037045	84149090	7
14	HOSE,ELBOW	3030513	84149090	1
15	HOSE,FLEXIBLE	AK 4032 SS	84149090	1
16	CORE,COOLER	208149	84149090	1
17	GASKET,AFT HOUSING	216486	84149090	2
18	GASKET,THERMOSTAT HOUSING	130740	84149090	2
19	GASKET EXH MANF WATER IN	65399	84149090	2
20	GASKET,THERMOSTAT HOUSING	195950	84149090	1
21	GASKET,FLANGE	3233004	84149090	1
22	HOSE,FLEXIBLE	AK 4024 SS	84149090	1
23	BELT,V RIBBED	5413187	84149090	1
24	HOSE,FLEXIBLE	AK 4016 SS	84149090	1
25	CLAMP,T BOLT	149437	84149090	1
26	CLAMP,T BOLT	125740	84149090	1
27	ELEMENT,INNER	4957709	84149090	1
28	ELEMENT,OUTER	4957708	84149090	1
29	THERMOSTAT	135675	84149090	1
30	CARBURETOR	2879594	84149090	1
31	SEAL,O RING	172205	84149090	12

32	SET,MAIN BRG-STD	3801260	84149090	1
33	BEARING,CONNECTING ROD	214950	84149090	12
34	SEAL,THERMOSTAT	186780	84149090	1
35	GASKET,LUB OIL CLR COVER	218245	84149090	1
36	GASKET,LUB OIL CLR COVER	3010030	84149090	1
37	SEAL,OIL	4346552	84149090	1
38	SEAL,O RING	3007713	84149090	2
39	GASKET,WATER PUMP	3076522	84149090	1
40	SCREW,SLOTTED SET	168306	84149090	12
41	HOSE,HUMP	3030787	84149090	1
42	SEAL,DUST	3076203	84149090	1
43	SEAL,DUST	3412267	84149090	1
44	GASKET,TURBOCHARGER	206576	84149090	2
45	CLAMP,HOSE	3008690	84149090	4
46	GASKET,EXHAUST MANIFOLD	4084347	84149090	6
47	NUT,REGULAR HEXAGON	S 212	84149090	12
48	GASKET,CONNECTION	201049	84149090	1
49	BUSHING	3011951	84149090	1
50	BUSHING	3028075	84149090	4
51	BUSHING	3028269	84149090	2
52	ROD,PUSH	3046420	84149090	12
53	SLEEVE,WEAR	190397	84149090	1
54	WATER PUMP & IDLER	4979139	84149090	1
55	ELEMENT,LUB OIL FILTER	3238204	84149090	1
56	BEARING,THRUST	3067568	84149090	4
57	REPAIR KIT - GAS PRESSURE REGULATOR P/NO. 3875043	AX1002319	84149090	1
58	END,CONTROL ROD	103000	84149090	1
59	END,CONTROL ROD	101646	84149090	1
60	REPAIR KIT - GAS PRESSURE REGULATOR P/NO. 3875040	AX1002316	84149090	1
61	PICKUP,MAGNETIC	4105447	84149090	1
62	SEAL,O RING	3394581	84149090	1
63	COIL,IGNITION	2893864	84149090	6
64	EXTENSION,IGNITION COIL	2893706	84149090	6
65	KIT PISTON ASSLY & RING S	KIT3880628	84149090	6
66	NOZZLE,PISTON COOLING	3014404	84149090	6

67	GEAR,FLYWHEEL RING	4851	84149090	1
68	HOSE,PLAIN	3167186	84149090	1
69	SEAL,OIL	3020185	84149090	1
70	BUSHING	132770	84149090	1
71	ISOLATOR,VIBRATION	102486	84149090	2
72	CONNECTION,TUR OIL DRAIN	4071996	84149090	1
73	SCREW,CROSSHEAD ADJUSTING	147389	84149090	12
40	SCREW,SLOTTED SET	168306	84149090	12
41	HOSE,HUMP	3030787	84149090	1
42	SEAL,DUST	3076203	84149090	1
43	SEAL,DUST	3412267	84149090	1
44	GASKET,TURBOCHARGER	206576	84149090	2
45	CLAMP,HOSE	3008690	84149090	4
46	GASKET,EXHAUST MANIFOLD	4084347	84149090	6
47	NUT,REGULAR HEXAGON	S 212	84149090	12
48	GASKET,CONNECTION	201049	84149090	1
49	BUSHING	3011951	84149090	1
50	BUSHING	3028075	84149090	4
51	BUSHING	3028269	84149090	2
52	ROD,PUSH	3046420	84149090	12
53	SLEEVE,WEAR	190397	84149090	1
54	WATER PUMP & IDLER	4979139	84149090	1
55	ELEMENT,LUB OIL FILTER	3238204	84149090	1
56	BEARING,THRUST	3067568	84149090	4
57	REPAIR KIT - GAS PRESSURE REGULATOR P/NO. 3875043	AX1002319	84149090	1
58	END,CONTROL ROD	103000	84149090	1
59	END,CONTROL ROD	101646	84149090	1
60	REPAIR KIT - GAS PRESSURE REGULATOR P/NO. 3875040	AX1002316	84149090	1
61	PICKUP,MAGNETIC	4105447	84149090	1
62	SEAL,O RING	3394581	84149090	1
63	COIL,IGNITION	2893864	84149090	6
64	EXTENSION,IGNITION COIL	2893706	84149090	6
65	KIT PISTON ASSLY & RING S	KIT3880628	84149090	6
66	NOZZLE,PISTON COOLING	3014404	84149090	6

67	GEAR,FLYWHEEL RING	4851	84149090	1
68	HOSE,PLAIN	3167186	84149090	1
69	SEAL,OIL	3020185	84149090	1
70	BUSHING	132770	84149090	1
71	ISOLATOR,VIBRATION	102486	84149090	2
72	CONNECTION,TUR OIL DRAIN	4071996	84149090	1
73	SCREW,CROSSHEAD ADJUSTING	147389	84149090	12
74	HOSE,FLEXIBLE	AK 4100 SS	84149090	1
75	CLAMP,HOSE	43828 C	84149090	4
76	HOSE,PLAIN	63411	84149090	1
77	HOSE,FLEXIBLE	AK10036SS	84149090	1
78	HOSE,FLEXIBLE	AK10027SS	84149090	1
79	GASKET,CONNECTION	201048	84149090	1
80	SEAL,O RING	3922794	84149090	2
81	GASKET,EXH OUT CONNECTION	3229096	84149090	1
82	SCREW,HEXAGON HEAD CAP	S 112	84149090	6
83	WASHER,LOCK	S 605	84149090	6
84	GASKET,OIL COOLER SUPPORT	3008017	84149090	3
85	GENERATOR	3876797	84149090	1
86	DISC,COUPLING	4922591	84149090	1
87	HOSE,PLAIN	63241 F	84149090	1
88	SEAL,O RING	43463 A	84149090	1
89	SCREW,HEXAGON HEAD CAP	S 107	84149090	1
90	KIT REPAIR,STARTER	AX1013210	84149090	1
91	FLANGE,WELD	201017	84149090	1
92	CLAMP,HOSE	43828 B	84149090	2
93	INHIBITOR,CORROSION 10 LITERS	3167218	84149090	1
94	SEAL,GROMMET	4949906	84149090	6
95	TUBE,WATER BYPASS	4105625	84149090	1
96	CONNECTOR,PIPE	3872284	84149090	2
97	BREATHER,CRANKCASE	3873677	84149090	1
98	GASKET,OIL SUC CONNECTION	157551	84149090	1

99	COVER,SPK PLG ADP TUBE	4949901	84149090	6
100	HOSE,FLEXIBLE	3253272	84149090	1
101	HOSE,PLAIN	4104828	84149090	3
102	SCREW,HEX FLANGE HEAD CAP	3176570	84149090	4
103	NUT,LOCK	3016182	84149090	8
104	STUD,DOUBLE END PLAIN	3042353	84149090	8
105	HOSE,FLEXIBLE	3414588	84149090	1
106	CONNECTOR,MALE	4020844	84149090	1
107	ELBOW,MALE ADAPTER	4020843	84149090	1

Optional Spares for Major Overhauling if required GTA855C

Sl. No.	Part Description	Item Code	HSN Code	Quantity
1	CRANKSHAFT KIT	KIT3881129	84149090	1
2	BRACKET,LIFTING	3232737	84149090	1
3	MANIFOLD,EXHAUST	3232368	84149090	1
4	SET,MAIN BRG-0.010	3801261	84149090	1
5	DAMPER,VIBRATION	3101655	84149090	1
6	FILTER,COMPRESSED AIR	3235031	84149090	1
7	TURBOCHARGER	3503112	84149090	1
8	PUMP,WATER	4924800	84149090	1

24 **Kindly consider the same list of Top and Major Overhauling spares while quoting.**

25 Any additional critical spare parts including crankshaft, cam shaft, timing gears or any part of engine, if found defective during MOH inspection, same to be provided by BIDDER.

26 Consumable like OIL and coolant, grease, cleaning material only will be in bidder's scope

27 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 WORK:

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, lubricating oil, coolant, sealant, man power, DM water, housekeeping etc. required for carrying out the comprehensive Operation & Maintenance of the complete compressor package during the contract period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages 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

2.1 Comprehensive Maintenance:

The contractor shall have to keep all the spares, consumables, lubricants, coolant etc. required for carrying out periodic, breakdown, emergency maintenance etc. of the CNG compressor package including the electrical panels, air compressors, leak detection system, CO2 flooding system, CNG compressor, heat exchanger, Piping supplied & installed by BIDDER within the battery limit of packages, PLC of compressor package and other auxiliaries with the CNG compressor package, air compressor etc. so as to minimize the down time of the equipment. All tools, tackles and fixtures required for carrying out the above maintenance of the compressor packages shall be in scope of the contractor. Contractor shall maintain exclusive tool boxes for each location. The scope will also include handling equipment like crane, Chain pulley block, etc. required during any maintenance activity.

i) Any expert services required from principal company or OEM (of any equipment in the package) shall be arranged by the contractor or his agent at his own cost. All arrangements like phone, fax, computer, internet etc. required for correspondence with above personnel shall be arranged by the contractor.

ii) Submission of monthly PREVENTIVE, SCHEDULED and BREAKDOWN maintenance reports to EIC of respective location along with supported documents.

iii) Ensure 97% availability of each package on monthly basis

iv) The maintenance team will assist any unplanned/emergency maintenance of equipment installed at CNG Station

v) The contractor shall use only OEM (Original Equipment Manufacturer) spares, OES (Original Equipment Supplier) spares, or spares from MNGL-approved vendors for all maintenance activities.

Verification of Spares Authenticity

MNGL will verify and ensure the genuineness and authenticity of spares prior to commencement of the related maintenance activity.

To facilitate this, the bidder/contractor must submit supporting documents such as:

Original invoices from OEM/OES/approved vendors, and

Relevant test certificates (if applicable).

Authorization from OEM/Package Suppliers

In case the bidder is procuring spares through authorized dealers or package suppliers, they must produce valid authorization letters from the OEM/package supplier to establish authenticity.

Action in Case of Non-Compliance

If MNGL finds any discrepancies or deficiencies in the supply of spares (e.g., counterfeit, sub-standard, or non-OEM parts), MNGL reserves the right to take necessary action against the contractor as per the contractual terms and conditions.

vi) In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valve springs, valve plates, piston rings etc. after certain time interval, same shall be replaced or used. Any untoward consequences for non-replacement of such parts shall be the responsibility of the contractor.

The contractor shall use only genuine spares sourced from the Original Equipment Manufacturer (OEM), Original Equipment Supplier (OES), or vendors already approved by MNGL for all maintenance activities. Prior to carrying out any maintenance work, MNGL reserves the right to verify and ensure the authenticity of the spares being used. For this purpose, the contractor is required to submit relevant supporting documents such as invoices and test certificates for each spare part. In the event of any discrepancies or deficiencies found in the supply or quality of spares, MNGL shall take appropriate action against the contractor as per the contractual terms and conditions, which may include rejection of spares, penalties, or other remedial measures.

vii) During preventive maintenance/ handing over of machine, any wear limits of all components of compressor package will be determined/ analyzed on pro rata basis from the last date of spare replacement and considering total running hours of machine. Joint decision for replacement of parts will be taken with due consideration to total running hours of package.

viii) Painting of the equipment is to be done by the contractor as per OEM standards for safety of equipment, and with directions of EIC of the respective Tender, as this is the Comprehensive O&M Rate Contract so the painting work of the equipment/Compressor Package is in Bidder Scope. As this is the Comprehensive O&M Rate Contract so the painting work of the equipment/Compressor Package is in Bidder Scope.

ix) A detailed report of all spares & consumables used have to be maintained by the contractor, having details of part no, quantity used, date, expected running hours before replacement, etc. The same has to be submitted monthly to MNGL .

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

xi) All parts spare parts to be replaced in the compressor package should be brand new and unused. Inspection of each spare part to be utilized in the CNG Compressor will be carried out by MNGL Gas' representative.

xii) All routine leak checks/inspections of the associated SS tubing, fittings valves and hoses outside the compressor package (i.e. inlet & outlet of compressor) shall be done by contractor.

xiii) The contractor shall ensure that compressor running parameters are recorded in daily log book including all vital parameters and Maintenance records of preventive and scheduled maintenance and spare used. The format of log book to be finalized in consultation with EIC in line with OEM specification/recommendations. All stationery including the printed material shall be in scope of the contractor.

xiv) The contractor shall submit a copy of the monthly/quarterly and yearly performance report to the EIC in both soft and hard from including condition Monitoring and safety interlock checks. All stationery including the printed material shall be in scope of the contractor.

xv) The entire maintenance / inspection job carried out by the contractor shall be recorded and the report of the same shall be jointly signed by owner representative.

xvi) The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the contractor and owner during the execution of the contract.

xvii) The contractor shall carry out calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of owner, also yearly calibration of all instruments including the safety relief valves, pressure gauges, transmitters, switches etc. shall be in the scope of the contractor.

Calibration shall be done from government approved laboratories and shall be carried out at least 15 days prior to the calibration due date. In case of POP-UP of any valve, the same has to be calibrated immediately.

Calibration of safety valves, pressure gauges, transmitters, switches etc. to be carried out on yearly basis. GD & FD calibration will be done on six monthly basis.

xviii) The contractor shall carry out thickness testing of pressure vessels periodically as per gas cylinder rules 1981 or static & mobile pressure vessels rules. Thickness testing will be Carried out by BIDDER on yearly basis as per the factories rule.

xix) The contractor shall carry out hydrotesting of CO_2 cylinders once in period of 5 years as per gas cylinder rule 2016 for carbon-di-oxide service.

xx) The contractor shall carry out Load testing, examination, inspection and certification of chain pulley block and monorail trolley fitted in online package for MNGL, Pune as per section 29 Factories act 1948.

xxi) During thorough examination of the lifting equipment and accessories if any defect was identified in the fitted items and which needs to be repaired or replaced, the contractor should inform to the

Engineer In charge and corrective necessary action to be taken in correspondence with the EIC.

xxii) Tests, examination, inspection and certification shall be carried out under direct supervision of the competent person or by a person so authorized by an institution recognized to be a competent person.

xxiii) Competent person means a person who is capable by virtue of his qualifications, training and experience of conducting thorough examination to detect defects or weaknesses and to assess their importance in relation to the safety and continued use of the lifting equipment and also who is approved by Director/Chief inspector of factories, Maharashtra.

xxiv) Certificate of recognition as competent person by Director/chief Inspector factories Maharashtra for carrying out test, examination, inspection and certification for lifting machines, chains, ropes and lifting tackles should be provided to MNGL.

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

xxvi) In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valve springs, valve plates, piston rings etc. after certain time interval, same shall replacement in the presence of OWNER representative.

xxvii) Anything required over and above what is specified, for safe and satisfactory maintenance of the equipment package shall be included by the contractor in his scope.

xxviii) In general, the contractor has to carry out full Comprehensive Operation & Maintenance of the BIDDER make CNG packages at the CNG stations, thereby making available the equipment's in running conditions at all times, through supply of adequate skilled

technicians, OEM spares, OEM recommended consumables and any other specialized service.

MNGL will check the authenticity of the genuine spares before carry out the maintenance activity. Bidders hcalias to submit the Test certificates for the same. In case of any discrepancy MNGL will take the action against bidder.

2.2 CNG Compressor Operations:

i) The contractor shall carry out daily operation activities round the clock on shift basis of CNG Compressor, Air compressor and other associated equipment as per OEM recommendations in order to ensure smooth operations and minimize downtime of the Compressor packages.

ii) The contract will deploy adequately trained personnel for carrying out Operations Activities.

iii) All the vital parameters of the CNG Compressor such as Oil Level, Air, Coolant level etc. are to be noted in daily log book.

iv) Opening and Closing readings of all the Mass Flow Meters in the CNG Compressor packages are to be recorded at 07:00 AM or as advised by EIC and the meter reading records are to be provided to EIC/MNGL's representative on daily basis.

v) The opening and closing pressure reading of all CNG cascades in the CNG Station will be recorded by operator and will submit to MNGL Gas.

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). De-coupling of starter motor/ electrical lockout of starter motor to be done before proceeding.

4). Complete depressurizing of the equipment along with pipe fittings before proceeding with maintenance.

5). Scheduled maintenance shall be categorized as monthly clubbed with consecutive **hourly.** The tasks may be rescheduled based on equipment health as per instruction from EIC.

6). Vibration condition Monitoring will be carried out in scheduled maintenance.

7). 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) Checking the alignment of Engine compressor coupling and performing alignment if required.
e) Checking for freeness/ abnormal sounds/vibration monitoring of all rotating/ reciprocating parts.
f) Checking for any wear and tear of internal parts like crankshaft, camshaft, piston rods, and cylinder liner etc.
g) Maintenance of lubricator assembly, if required.
h) Inspection of Engine valves, sparkplugs, carburetors. In case of any damaged parts, necessary steps to be taken as per instruction of EIC.
i) Boxing up of dismantled parts & connection of all associate piping with proper gasket & fasteners.
j) Maintenance/ inspection of all other accessories like instrumentation gauges, pipe fittings, joints, PLC, electrical connections.
k) Cleaning/ house-keeping of the equipment including the foundation area
l) Return of excess/unused material (as per standard Engineering practice) to storage areas as per instructions of EIC.
m) The job shall be deemed completed only after successful trial including leak testing.
n) Maintenance of Scheduled Maintenance LOG Sheets.

8) Spares will be supplied by BIDDER for Top & Major overhauling of the Engine. In addition to above, Labor part (manpower deployment) is in BIDDER's scope including consumables.

9) Calibration of mass Flow Meters: - Zero Calibration EVERY YEAR is in the scope of Bidder. However, calibration through FCRI will be in the scope of bidder, but once in 2 years.
It is clarified as, All Mass Flow meters will be calibrated through FCRI by MNGL. However, BIDDER shall be fully responsible to carry out '0' calibration for all flow meters. As calibration is an ongoing process and is done after defined interval. So, there is no requirement of initial calibration from MNGL. The same calibration will be carried out by the BIDDER in defined interval as and when required by MNGL.

10) Thickness testing will be Carried out by BIDDER on yearly basis as per the factories rule. The contractor shall carry out thickness testing of pressure vessels periodically as per gas cylinder rules 1981 or static & mobile pressure vessels rules. Replacement of vessel during testing (beyond acceptable limit) should be done by Bidder.

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

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. Checking Engine oil level and quality and oil top up if required. Both Compressor Crankcase oil and lubricator oil to be maintained.
3. Draining of Condensate from blow down vessel daily.
4. Draining of Condensate from air receiver, air compressor tank daily.
5. Draining of Condensate from filters daily.
6. Checking of Beko filter differential pressure and take corrective action accordingly.
7. Cleaning of filters/strainers, and replacing them if required.
8. Checking for any leaks in pipe fittings and attending the leaks with proper gaskets, o-rings, PTFE as applicable.
9. Checking of daily power supply and healthy ness of electrical equipment's and accessories.
10. Maintaining of Daily LOG Sheets

5.0 Time Schedule & Contract Period

Two years from the date of handing over the Compressor packages.

6.0 FOLLOWING TENTATIVE LIST OF CRITICAL SPARES FOR PREVENTIVE MAINTENANCE OF GED/EMD COMPRESSORS WILL BE MAINTAINED BY BIDDER FOR SMOOTH O&M ACTIVITY.

MNGL has taken the standard list of critical spares from existing KPCL O&M manual when KPCL was supplied Cameron Compressors to MNGL. MNGL will update the spare list for both make Compressors Cameron as well as KGC Compressor in the tender.

MNGL will check the authenticity of the genuine spares before carrying out the maintenance activity. Bidders has to submit the Test certificates for the same. In case of any discrepancy MNGL will take the action against bidder.

KPCL MAKE CNG COMPRESSORS -CRITICAL SPARES LIST (4 NOS)

Sr. No.	Part Description	Old Part Number Cameron	New Part Number KGC KPCL	Qty.	UOM
1	SHELL BEARING (THRUST)	ZGRF133000002999	757.32.10.108.	1	Nos.
2	SHELL BEARING (FLOAT)	ZGRF133000001999	757.32.10.107.	5	Nos.
3	CROSS HEAD BUSHING	Z630-110-001	757.32.10.702.	4	Nos.
4	BUSHING NARROW CON ROD SMALL END	Z210750	757.32.10.303.	3	Nos.
5	BUSHING WIDE CON ROD SMALL END	Z210760	757.32.10.313.	1	Nos.
6	WRISTPIN LONG	ZGRF00120098B111	757.32.10.711	1	Nos.
7	WRISTPIN SHORT	ZGRF00120099C111	757.32.10.713.	1	Nos.
8	PRELUBE PUMP	GRF141000002999	757.32.10.806.	1	Nos.
9	PRELUBE DRIVE ASSEMBLY	Z630-415-001	757.32.10.501.	1	Nos.
10	PUMP LUBRICATOR	ZGRF141000001999	757.32.10.514.	1	Nos.
11	PREMIER P-55U PUMP	Z904-462-	G8888.40.SP.3	2	Nos.

	1/4" PLUNGER	001	51.		
12	O RING KIT (9EA O RINGS)	Z625-604-001	G8888.40.SP.272.	10	Nos.
13	RUPTURE DISC KIT (25PSC, 6400 PSI)	Z625-603-012	G8888.40.SP.271.	10	Nos.
14	SMX-08S METERING ELEMENT	Z625-605-001	G8888.40.SP.2886.	2	Nos.
15	SMX-12L METERING ELEMENT	Z625-605-020	G8888.40.SP.381.	2	Nos.
16	SMX-35S METERING ELEMENT	Z625-605-005	G8888.40.SP.1048.	2	Nos.
17	SMX-16S METERING ELEMENT	Z625-605-003	G8888.40.SP.271.	2	Nos.
18	SMX-12S METERING ELEMENT	Z625-605-002	G8888.40.SP.259.	2	Nos.
19	SMX-16T METERING ELEMENT	Z625-605-012	G8888.40.SP.370.	2	Nos.
20	PREMIER MODEL P-55 LUBRICATOR	Z626-101-001	G8888.40.SP.368.	1	Nos.
21	FILTER 10 MICRON	Z620-209-001	G8888.40.SP.257.	1	Nos.
22	RUPTURE INDICATOR, 6400 PSI	Z625-602-012	G8888.40.SP.369.	1	Nos.
23	SWITCH FLOW(DNFT)	Z620-233-002	757.32.40.134.	2	Nos.
24	MASTER DV BLOCK	08S-12L-35S	757.32.10.802.	2	Nos.
25	SECONDARY DV BLOCK	16S-12S-16T	757.32.10.602.	2	Nos.
26	NUPRO BALANCING VALVE SETTING 2900 PSI	Z939-032-001	757.32.10.605.	1	Nos.
27	PIN INDICATOR 5000 PSI	Z625-601-007	757.32.10.607.	2	Nos.
28	EXTERNAL OUTLET CHECK VALVE	Z620-208-001	757.32.10.612.	2	Nos.
29	INJECTION POINT CHECK VALVE SINGLE BALL	Z620-244-001	757.32.10.404.	2	Nos.
30	INJECTION POINT CHECK VALVE DOUBLE BALL	Z922-084	757.32.10.520.	2	Nos.

31	FILTER AIR	ZGRF132000001999	757.32.10.521.	1	Nos.
32	GASKET FRAME	ZGRF00120 0630121	757.32.10.519.	2	Nos.
33	GASKET – DRIVE END	ZGRF00120 0590121	757.32.10.522	2	Nos.
34	GASKET – AUX. END	ZGRF00120 0610121	757.32.10.523.	2	Nos.
35	GASKET-CROSSHEAD GUIDE COVER	Z630-301-001	757.32.10.608.	2	Nos.
36	GASKET - FRAME / XHD GUIDE	ZGRF00120 0620121	G8888.40.SP.351.	2	Nos.
37	FILTER ELEMENT	ZGRF121000001999	G8888.40.SP.259.	20	Nos.
38	GASKET HEAD	ZGRF00120 2570139	757.32.43.127.	4	Nos.
39	FILTER – HEAD	ZGRF143000001999	G8888.40.SP.774.	1	Nos.
40	SEAL O-RING	Z900-838-165	G8888.40.SP.776.	1	Nos.
41	MANIFOLD LUBE OIL	ZGRF00120 3240119	G8888.40.SP.777.	1	Nos.
42	OIL SEAL MECANICAL	ZGRF 131000001999	G8888.40.SP.775.	2	Nos.
43	PREMIER P-55U PUMP 1/4" PLUNGER	904-462-001	G8888.40.SP.776.	2	Nos.
44	SWITCH FLOW(DNFT)	Z620-233-002	G8888.40.SP.777.	2	Nos.
45	OILFILTER ELEMENT	ZGRF-121000001999	G8888.40.SP.778.	20	Nos.
46	GASKET HEAD 4.125	ZGRF00120 057B122	G8888.40.SP.159.	2	Nos.
47	SUCTION VALVE	Z630-122-136	G8888.40.SP.151.	4	Nos.
48	SUCTION VALVE PLATE	Z630-013-012	G8888.40.SP.139.	20	Nos.
49	SUCTION SPRING PLATE	Z630-018-002	G8888.40.SP.159.	40	Nos.
50	DISCHARGE VALVE	Z630-121-	G8888.40.SP.1	4	Nos.

		336	51.		
51	DISCHARGE VALVE PLATE	Z630-013-020	G8888.40.SP.134.	20	Nos.
52	DISCHARGE SPRING PLATE	Z630-018-002	G8888.40.SP.154.	140	Nos.
53	SUCTION VALVE	Z630-122-136	G8888.40.SP.164.	2	Nos.
54	SUCTION VALVE PLATE	Z630-013-012	G8888.40.SP.155.	10	Nos.
55	SUCTION SPRING PLATE	Z630-018-002	G8888.40.SP.153.	20	Nos.
56	DISCHARGE VALVE	Z630-121-336	757.32.43.115.	2	Nos.
57	DISCHARGE VALVE PLATE	Z630-013-020	757.32.40.113.	10	Nos.
58	DISCHARGE SPRING PLATE	Z630-018-002	757.32.40.114.	20	Nos.
59	CONCENTRIC VALVE	Z630-133-036	757.32.40.108.	2	Nos.
60	SUCTION VALVE PLATE	Z630-013-006	757.32.33.110.	20	Nos.
61	SUCTION SPRING PLATE	Z630-018-003	757.32.17.110.	20	Nos.
62	DISCHARGE VALVE PLATE	Z630-013-005	757.32.10.108.	20	Nos.
63	DISCHARGE SPRING PLATE	Z630-018-001	757.32.10.107.	20	Nos.
64	RING SET PISTON	ZGRF00120996G137	757.32.10.702.	2	Set
65	NUT PISTON 1 EA	ZGRF001201610111	757.32.10.303.	1	Nos.
66	NUT PISTON ROD	ZGRF001201600109	757.32.10.313.	1	Nos.
67	PACKING COMPR ROD	ZGRF211100	757.32.10.711	2	Nos.
68	RING SET PISTON	ZGRF00120996C137	757.32.10.713.	2	Set
69	NUT PISTON ROD	ZGRF001201600109	757.32.10.806.	1	Nos.
70	RING SET PISTON	ZGRF21121C	757.32.10.501.	1	Set

71	INTERFACING MODULE	N/A	N/A	1	Nos.
72	DIGITAL INPUT CARD 32 CHANNEL	N/A	N/A	1	Nos.
73	DIGITAL INPUT CARD 16 CHANNEL	N/A	N/A	1	Nos.
74	DIGITAL OUTPUT CARD 32 CHANNEL	N/A	N/A	1	Nos.
75	ANLOG INPUT CARD 8 CHANNEL	N/A	N/A	1	Nos.
76	COMMUNICATION CARD MODBUS RTU SLAVE-	N/A	N/A	1	Nos.
77	Gas Detector : Model No. : CROW ON	N/A	N/A	1	3
78	Flame Detector : Model No. : HONEYWELL	N/A	N/A	1	3
79	Temperature Element: Simplex type, with weather proof housing/SS braided wire of 5 meter length, Sensor: RTD PT100. Process connection: 1/2"NPT, Instrument connection :1/2"NPT, Stem dia: 8 mm. Thermowell made out of bar stock SS304, suitable for pressure rating as per the service below.	N/A	N/A	2	Nos.
80	Temperature Gauge with Thermowell, MIS,Capillary type, Dial Size: 65mm, SS304 Case, Mounting: Front Flange Back Entry, Instrument Connection: 1/2” NPT (M), Stem Material: AISI 316 SS,	N/A	N/A	2	Nos.

	Stem Diameter: 12 mm, Stem Length: Suitable to Thermowell Length, Capillary: SS Armoured, Capillary length: 5 Meters.65 MM DIAL SIZE,SS CASING,IP-65 , GLYCERENE FILLED ,CONNECTION : ¼" NPT(M) , GAUGE BOARD MOUNTING AND FIELD MOUNTING				
81	PRESSURE GAUGES MAKE: GEN. INSTRUMENTS 65 MM DIAL SIZE,SS CASING,IP-65 , GLYCERENE FILLED ,CONNECTION : ¼" NPT(M) , GAUGE BOARD MOUNTING AND FIELD MOUNTING	N/A	N/A	2	Nos.
82	Pressure Transmitter Make : WIKA Model No. : IS 20, Connection: 1/4"NPT(M)	N/A	N/A	4	Nos.
83	Ball Valve Repair Kit FOR Pneumatic Operated Ball Valve for Drain Make : PARKER Model No. : 8A-B8LPKR-BN-SS, FULL BORE, OD CONNECTION, VALVE SIZE: 15 NB, PRESSURE RATING: 6000 PSI SS316	N/A	N/A	1	Nos.
84	Ball Valve Repair Kit FOR Pneumatic	N/A		1	Nos.

	Operated Ball Valve for Compressor Inlet Make : PARKER Model No. : 16A-B12LPKR-BN-SS, FULL BORE, THREADED (BSP) CONNECTION, VALVE SIZE: 50 NB, PRESSURE RATING: 6000 PSI		N/A		
85	Actuator Repair Kit FOR Actuator Type: Single Acting Make :Rotex Model No. : EC-50E-7	N/A	N/A	1	Nos.
86	Actuator Repair Kit FOR Actuator Type: Single Acting Make :Rotex	N/A	N/A	1	Nos.
87	Solenoid Valve, 3/2Way Direct Acting, NC, FLAMEPROOF to IIA/IIB, NAMUR	N/A	N/A	1	Nos.

KPCL MAKE- CUMMINS ENGINE (4 Nos) CRITICAL SPARE LIST

Sr. No.	Part Description	Part Number	Qty	UOM
1	TRANSFORMER ASSEMBLY	2152434	4	Nos.
2	SPARK PLUG	4W-2256	24	Nos.
3	REGULATOR AS-GAS PRESSURE	349-8809	2	Nos.
4	STARTING MOTOR GP-AIR	7W-6569	2	Nos.
5	FILTER ELEMENT AS-AIR (PRIMARY)	6I-2505	4	Nos.
6	FILTER ELEMENT AS-AIR (SECONDARY)	6I-2506	4	Nos.
7	CARTRIDGE GP-TURBOCHARGER	150-6304	4	Nos.
8	PUMP GP-WATER	135-4926	4	Nos.
9	CARBURETOR GP	135-0454	4	Nos.
10	FILTER-ENGINE OIL (ADVANCED	1R-1808	20	Nos.

	EFFICIENCY)			
11	PUMP GP-ENGINE OIL	4N-0733	2	Nos.
12	CARTRIDGE GP-TURBOCHARGER	150-6304	2	Nos.

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.

7.0 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% Annualized 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.

xxviii) Machine Canopy Repairing and painting. As this is the Comprehensive O&M Rate Contract so the said canopy repairing & painting work is in Bidder Scope.

xxix) Principal parts of packages like crankcase, distance pieces, compressor cylinders, pressure vessels, mass flow meters, electric motor, Heat exchangers etc shall be in Bidder scope. As this is the Comprehensive O&M Rate Contract so the said Principal parts of compressor like crankcase, be in MNGL scope distance pieces, compressor cylinders, pressure vessels, mass flow meters, electric motor, Heat exchangers etc replacement during breakdown is in Bidder Scope.

xxx) If there is any breakdown/malfunction in PLC and a new software/ software license renewal is required to restore the PLC working, the same shall be in Bidder scope. As this is the Comprehensive O&M Rate Contract so all PLC software updating including (renewal/alterations/modification) is in Bidder Scope.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

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

vi) BIDDER has responsibility as a 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 compliances.

14.0 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.

ii) 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.

15.0 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.

16.0 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).

17.0 Compensation for non-fulfilment of obligation under Annual Maintenance Contract (AMC) of BIDDER make online Compressor

Sr. No.	Penalty Clauses
1	The BIDDER has to ensure **97%** availability of each package cumulative on monthly basis failing which penalty will be attracted. Penalty as per monthly down time of machine on cumulative basis will be as follows.
	1) Break-down time-up to 8 hours in a month- ----------No Penalty
	2) Break-down beyond 8 hours till 12 hours in a month ----------Rs. 10,000/-
	3) Break-down beyond 12 hrs till 24 hours in a month ----------Rs. 20,000/-
	4) Break-down beyond 24 hrs in a month ----------Rs. 20,000/ Day
2	In any case/ any situation, total penalty will be limited to 50% of monthly invoice value of concerned package.
3	Non-availability of manpower in any shift/any workplace will not be tolerable. The BIDDER will be penalized for each such act as follows
	For non-availability of compressor operator, PPE, Uniform = 1% of Max. Invoice value of Single Pkg. / Incident & Max. amount will be penalized up to 5% of the Max. Invoice value of each package in a month.
	If the BIDDER fails to provide PPE and Uniform to his manpower after stipulated time, MNGL will provide the PPE and Uniform at his risk and cost considering original invoice value plus 15% overhead charges which

	will be recovered from BIDDER.
	Any non-Compliance towards incomplete of logbooks, operator qualification, STC, Police Verification, site conditions, poor housekeeping, oil spillage or any records not maintained by Operator 1% of Max. Invoice value of Single Pkg. / Incident & Max. amount will be penalized up to 5% of the Max. Invoice value of each package in a month.
4	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**
5	In any Case/any situation, total cumulative penalty from all accounts (i.e. from gas loss, break down time, statutory requirements etc.) will be limited to 50% of monthly invoice value of concerned package for concerned month. No penalty will be carried over to next month.
6	For any IR (Industrial Relation) issue (like strike by operators for wages, union issues etc.) CNG station operation stopped, BIDDER will be penalized Rs. 25,000/Incident. Max. Caping is up to Rs. 1,00,000 / Month

7	**Package Gas Loss:-** Service Provider shall ensure that any action to limit gas losses within 1% is taken within 7 days from detection of gas loss. Any loss over and above **1%** will be recovered from service provider for a period after 7days. Reconciliation of gas (gain or loss) will be done at average on monthly basis for individual package. In case OEM presumes MFM is faulty, then BIDDER has to prove that MFM is faulty within 7 days' time period and BIDDER has to check the accuracy of MFM. If require BIDDER has to repair/replace it within 7 days. If BIDDER fails to prove that MNGL will consider the MFM reading is accurate. However, in any Case/any situation, total cumulative penalty from all accounts (i.e. from gas loss, break down time, statutory requirements etc.) will be limited to **50% of monthly invoice value** of concerned package for concerned month only. Beyond 1%, BIDDER has to compensate the **amount @45/Kg.** during the O&M period. The amount will be deducted from monthly RA bill. Calculation of Gas Loss for GED = [MRI -(MRIC+MRO)]/MRI * 100 Calculation of Gas Loss for EMD = [MRI - MRO)]/MRI * 100 AMOUNT OF RECOVERY = [TOTAL GAS LOSS(Kg) - 1% of MRI]* Rs. 45 *MRI- MASS REGISTERED IN INLET MASS FLOW METER* *MRO- MASS REGISTERED IN OUT LET MASS FLOW METER* *MRIC- MASS REGISTER INTERNAL COMBUSTION MASS FLOW METER*
8	**Penalty towards Excess Fuel Consumption:** At the start of O&M period or even at any point of time during the O& M period, cost towards excess fuel consumption beyond quoted figure shall be deducted from O&M bills. Following calculations shall be used for deduction towards excess fuel consumption F = (G-Q) X H Where, F= Monthly penalty in Rs. G= Monthly Actual Gas Consumption kg Q= Guaranteed consumption rate quoted by supplier based on gas composition, on monthly basis H=Cost of Natural Gas @ Rs.35/- per kg for the monthly consumption **MNGL will allow 5% Excess fuel Consumption of guaranteed parameter consumption on 5 years old packages and 10% excess fuel consumption on more than 10years old Packages.**

18.0 BIDDER RESPONSIBILITY

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

19.0 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.

20.0 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 45 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.

PART - E

1.0 SPECIAL CONDITIONS OF CONTRACT (SCC) COMMERCIAL

1.0 **LABOUR, LABOUR LAWS AND SITE REQUIREMENTS**

1.1 **Labour**

1.1.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.

1.1.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours.

1.1.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his subcontractor/ s, his/their servants, agents or employees.

1.1.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-contractor/s, his/their servants, agents or employees.

1.1.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

1.1.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with any carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary

1.1.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

1.1.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and by laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and the Central Government or local authority, including Indian Workmen's Compensation Act., Contract labour (Regulation and Abolition) Act., 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund act, etc., and sanitary arrangement for the said Act. Health and sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep

the Owner/Engineer-in-charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, by laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/ Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover form the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

1.1.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Work Department as fair wages for New Delhi Region payable to the different categories of labours or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.

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

1.1.11 The contractor shall, before he commences the work, display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Owner/Engineer-in-Charge.

1.1.12 The Contractor shall maintain records of wages and other remuneration paid to his employees in such. form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by Central or State Government.

1.1.13 The Contractor shall provide a wage slip for each worker employed on the works.

1.1.14 The wage records and wage slips shall be preserved by the Contractor for minimum period of 12 months after the last entry or such time as the Owner/Engineer-in-Charge may fix in that behalf.

1.1.15 The Contractor shall allow inspection of the aforesaid wage records and wage slip to the Owner/Engineer-in-Charge at a convenient time and

place after notice is received by him from the Owner/Engineer-in-Charge demanding such inspection.

1.1.16 The Owner/Engineer-in-Charge or any other person authorized by him on his behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair wages Clauses. The Owner/Engineer-in-Charge shall also have the power to investigate into any complaint regarding any default made by the Contractor or his sub-Contractor in regard to such provision.

1.1.17 The Owner/Engineer-in-Charge shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonpayment of fair wage, except any deductions that may be permissible under any law for the time being in force.

1.2 **Labour Law**

1.2.1 Under the provisions of Employees Provident Funds and Misc. Provision Act-1952, every

employee is entitled to and required to become a member of the PF from the beginning of the month following that in which he completes three months continuous service or has actually worked for not less than 80 days during the period of three months or less whichever is earlier.

The Contractor is to fulfill statutory obligations regarding Employees Provident Fund

1.3 **Labour License**

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

1.4 **Labour Relations**

1.4.1 In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

1.4.2 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.

1.5 **Employment of Local Labour**

1.5.1 The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. Semiskilled Category is applicable for Operator & Skilled Category is applicable for Maintenance Team.

1.5.2 The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

1.6 **Access to Site**

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

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

1.8 **Site Cleaning**

1.8.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

1.8.2 If the work involves dismantling any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original at the Contractors cost and risk to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

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

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

1.8.5 The Contractor shall sort out, clear and stack the serviceable material obtained from dismantling at places as directed by the Engineer-in-Charge.

1.8.6 No extra payment shall be paid on this account.

1.9 **Protection of Existing Facilities**

1.9.1 Contractor shall obtain plans and full details of all existing and planned underground services from the relevant Department of Owner and shall follow these plans closely at all times during the performance of work. Contractor shall be responsible for location and protection of all underground lines and structures at his own cost.

1.9.2 Despite all precautions, should any damage to any structure/ utility etc. occur, the Owner/

Authority concerned shall be contacted by the Contractor and repair shah forthwith be carried out by Contractor at his expenses under the direction and to the satisfaction of Engineer-in-charge and the concerned Owner/ authority.

1.9.3 The Contractor 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 Contractor shall obtain all safety clearance (viz. Excavation, Hot/ Cold work permit) from the Owner prior to start of work. Work without safety permit shall not be carried out.

1.9.5 Contractor shall in consultation with Owner and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline alignment. Contractor shall take adequate protective measures to prevent damage to these facilities during construction. Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and Contractor shall not be entitled to claim any extra at a later stage.

1.10 **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 Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

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

1.11 **Site Facilities**

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

(i) Arrangement for First Aid.

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

2.0 **Rounding off**

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

3.0 **Computerized Contractors Billing System**

Without prejudice to stipulation in General Condition of Contract, Contractor should follow

following billing system.

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

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

4.0 **Leads**

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

5.0 **Insurance for Personal injuries**

The Contractor shall at his own costs and expenses obtain and shall cause any sub-Contractor to obtain such insurances as may be necessary' to cover the liability of the Contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such subcontractor to produce for inspection the relevant policy or 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 Contractor's Employees**

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

7.0 **Make of Materials**

7.1 All equipment and materials to be supplied under this contract shall be from approved vendors as accepted by MNGL.

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

8.0 **CONTRACT DOCUMENT**

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

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

i) Letter/Fax of Acceptance.
ii) Bidding Document along with set of drawings.
iii) Addendum to Bidding Document, if any.
iv) Bid of Contractor consisting of:
    a) Schedule of Rates as accepted by Owner.
    b) Deployment Schedule of Supervisory Personnel
    c) Organization Chart
    d) Any other document of Bidder's offer as decided by Owner.

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

9.0 **DEFINITIONS**

9.1 "Bid" means the offer (unpriced as welt as priced) submitted by a Bidder in response to the Invitation to Bid.

9.2 "Bidding Document" also referred to as Tender Document means the document issued to a prospective bidder to enable him to submit his Bid. This shall include all documents as per the Master Index.

9.3 "Addendum/Amendment' means a document issued to Bidders which incorporates changes/corrections/additions to the Bidding Document. This shall form part of Bidding Document.

9.4 "OWNER", "Client", 'Company' or "MNGL" appearing anywhere in this Bidding Document shall mean the Maharashtra Natural Gas Limited, having its registered office at Plot No. 27, Narveer Tanajiwadi PMPML Bus Depot Commercial Bldg. A-Block, Shivaji Nagar, Pune – 411005 (Ph # 020-25611000, Fax No. 020-25511522) and includes its successors and assigns.

9.5 "Bidder'/"Tenderer" shall mean any company, firm or body who submit the bid consequent upon issue of Bidding Document.

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

SECTION – VI

UNPRICED SCHEDULE OF RATES

Item: Tender for Operation & Comprehensive maintenance of M/s. KPCL make GED with Cummins Engine (Model GTA855BC) CNG compressor for period of two years installed at various CNG stations Pune GA

Bid Document No. MNGL/CP/2026-27/133 dated 22.10.2026- SOR Sheet is to be filled online through web portal https://etenders.gov.in

Notes:

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

2. Bidder can quote for any/all items. In an unpriced bid, the bidder is to submit a blank SOR clearly mentioning whether the item is “quoted” / “not quoted”.

3. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.

4. Bidder shall note that any error in estimating these taxes & duties will be to Bidder's Account.

a. Goods & Service Tax @----------
Please indicate the breakup of the above GST as under:
i) CGST@_____
ii) SGST@_____
iii) IGST@_____
iv) UGST@_____