MAHARASHTRA NATURAL GAS LTD.

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

BID DOCUMENT FOR

Tender For procurement of spares required for carrying out Top and Major Overhauling of Caterpillar engines installed in various compressors in Pune GA

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

BID DOC. NO. MNGL/ CP/2026-27/135 dated 23.10.2026

MAHARASHTRA NATURAL GAS LIMITED	**Tender for procurement of spares required for carrying out Top and Major Overhauling of Caterpillar engines installed in various compressors in Pune GA** **BID NO. MNGL/CP/2026-27/135**

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/2026-27/135 dated 23.10.2026
ITEM(S)	**Tender for procurement of spares required for carrying out Top and Major Overhauling of Caterpillar engines installed in various compressors in 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	Tuesday, October 27 · 11:00am – 12:00pm Google Meet joining info Video call link: https://meet.google.com/sqy-hrwd-cxi
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 **procurement of spares required for carrying out Top and Major Overhauling of Caterpillar engines installed in various compressors in Pune GA**

2.0 BIDDER'S ELIGIBILITY CRITERIA (BEC):

A) TECHNICAL:

The bidder should have supplied genuine Caterpillar engine spares for at least one (01) lots of Major Overhaul Spares and one (01) lots of Top Overhaul Spares for Caterpillar Engine Model G-3406 or higher-capacity Caterpillar engines used in CNG applications in India during the last five (05) years, reckoned from the final bid due date.

To meet the technical qualification criteria as stated above, bidder shall provide documentary evidence viz. detailed Purchase Order copies with relevant Completion / Supply Certificate(s) from Client or any other supporting documents in support of his claim.

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

B) FINANCIAL :

B.1 Turnover:
The bidder should have achieved a minimum annual turnover of Rs. 180.00 Lakhs in any one of the last 3 (Three) audited financial years i.e. 2023-24, 2024-25 and 2025-26.

B.2 Net worth:
Net worth must be positive as per last audited financial statement i.e. for the financial year 2025-26.

B.3 Working Capital:
The bidder should have a minimum working capital of Rs. 36.00 Lakhs as per latest audited balance sheet i.e. for the year 2025-26.

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

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

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

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

In 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.

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.

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Annexure- I to IFB

FORMAT-A

ANNUAL TURNOVER

Applicant's Legal Name:

Date:
Tender No.:
Page ..... of .....

Each bidder must fill in this form (Single Entity)

Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(*) To filled by Owner

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Annexure- I to IFB

FORMAT-B

FINANCIAL SITUATION

Applicant's Legal Name:

Date:
Tender No.:
Page ..... of .....

Each bidder must fill in this form
FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

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

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

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

Signature of Bidder

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

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 – III
GENERAL CONDITIONS OF CONTRACT
(GCC - GOODS)

1 Definitions

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

1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid

1.3 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.

1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.

1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.

1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.

1.10 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance

and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.13 COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

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

1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day

1.16 DELIVERY terms shall be interpreted as per INCOTERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.

1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.

1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.19 FINAL ACCEPTANCE shall mean the PURCHASER’s written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the

CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.

1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER

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

1.26 PURCHASER/EMPLOYER/OWNER/COMPANY/MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra) PURCHASER includes successors, assigns of MNGL.

1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.28 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

1.29 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities
Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.30 SELLER/SUPPLIER/CONTRACTOR shall mean the person, firm or company with whom PURCHASE ORDER/AWARD OF WORK/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.31 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

1.32 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.33 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.34 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.35 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

1.36 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.42 "WEEK" means a period of any consecutive seven days.

1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

2 Seller to Inform

2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3 Application

3.1 These General Conditions of Contract (GCC-Supply) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4 Country of Origin

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5 Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish six (6) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.

5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6 Standards

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.

e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8 Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 Modification in Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the

performance of contract in any manner except to the extent mutually agreed through a modification of contract.

9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 Use of Contract Documents & Information

10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

11 Patent Rights, Liability & Compliance of Regulations

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Performance Guarantee

12.1 Within 15 days after the SELLER's receipt of Purchase Order, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/Demand Draft /

irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of Delivery Order value.

12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 Inspection, Testing & Expediting

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 **Inspection & Rejection of Materials by consignees**

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

14 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

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

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

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

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

14.2 Progress Trend Chart/Monthly Report

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

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

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.

14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

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

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

15 Delivery & Documents

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

15.2 Delivery shall be deemed to have been made:

a) In the case of FOB Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. However, for CFR & CIF Contracts delivery date will be receipt of goods at Indian Port.

b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).

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

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16 Transit Risk Insurance

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser against the advance information by the contractor with all the details.

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

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

16.2 **PURCHASER's Insurance Agent:**
[The name and address-as mentioned under SCC]

17 Transportation

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

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods.

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.

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

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

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

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

19 Spare Parts, Maintenance Tools, Lubricants

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

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:

19.2.1 The construction, execution, and commissioning.

19.2.2 2 years' operation and maintenance.

19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trademark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20 Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and

of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of not less than twelve (12) months from the date of replacement/repair.

If the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if

possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of Delivery Order value.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However,

any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself.

8. Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 Subletting & Assignment

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time as Essence of Contract

24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 Delays in The Seller's Performance

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed, and SELLER shall be liable without limitation for the hire charges; or

ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

26 Price Reduction Schedule for Delayed Delivery

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

26.1.1 Deductions shall apply as per following formula:
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½% (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 10% (Ten percent) of the total contract price.

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

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

Price reduction schedule on failure of pipe under field hydrotest and/ or during guarantee/ warranty period shall be as follows (for pipe supplier):

Pursuant to General Conditions of Contract as per Volume-I and clause 14 (new) of the Technical Specification, owner shall be reimbursed by the successful bidders for any pipe supplied against this order that fails under field hydrostatic test and/ or during guarantee/ warranty period, if such failure is caused by a defect in pipes which is outside the acceptance limits of the specifications. The reimbursement cost will be the landed cost of the defective pipes including all cost incurred up to delivery thereof at site and shall also include but not limited to cost of all duties, freight, insurance, labor, material, charges for cutting, removing, re-coating, replacement and relaying of defective pipeline including cost of incidental activities as well as losses suffered by MNGL. The recovery cost shall be calculated at actual but will be subject to the minimum values given below. Recovery shall be applied on the actual or minimum pre-determined rate, whichever is higher. The minimum pre-determined rate shall not need any justifications. The minimum pre-determined reimbursement cost of each pipe shall be as under:

i) Rs. 20,00,000/- (Rs. Twenty Lacs only) for bidder quoting in Indian Rupees.

The above cost shall be for each pipe, payable by the vendor to the Owner on demand without necessity of any proof of replacement/ reimbursement cost. Further, in case, the amount payable by the vendor to MNGL become more than what can be adjusted through price reduction, MNGL may recover at its discretion through deduction from any payment due or becomes due to the contractor or by encashing the Bank Guarantee(s) furnished by contractor, the unrecovered part of such payment will be paid by the contractor to MNGL within 15 days of date of notification by MNGL to him.

In the event of conflict between the stipulations of this article and anything contained in the Technical Specification (Material Requisition), the stipulations of this article shall govern.

Necessary tests to establish cause of failure of pipes shall be carried out at Welding Research Institute, Trichi, India and shall be binding on both MNGL and the pipe supplier.

27 Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of Contract

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by MAHARSHRATRA NATURAL GAS LIMITED Against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by MAHARSHRATRA NATURAL GAS LIMITED to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

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

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER

at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

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

b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 Shall mean and be limited to the following:

a) War/hostilities

b) Riot or Civil commotion

c) Earthquake, flood, tempest, lightening or other natural physical disaster.

d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract

dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (MNGL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. All matters relating to this contract are subject to the exclusive jurisdiction of the courts situated at Pune. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at **Pune, Maharashtra, India.**

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 Notices

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

33 Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 General

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions

given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due
All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

36.6 Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.

37 Import License

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

38 FALL CLAUSES

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier, or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the

order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

a) Exports by the Contractor/Supplier or
b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
c) sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:

> "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the MNGL under the order herein and such items/ goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the MNGL under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER make a reference to PURCHASER or any Company affiliated with PURCHASER or to the destination or the description of goods or services supplied under the contract in any publication, publicity, or advertising media.

40 Repeat Order:

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41 Limitation of Liability:

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following articles shall supplement the Instructions to Bidders and General Conditions of Contract (GCC). In case any conflict between General Conditions of Contract and Special Conditions of Contract, the latter shall prevail to the extent applicable.

MNGL intends to procure genuine spares for Caterpillar engine model no. G3406 for carry out major and top overhauling of CAT engine base KPCL make compressors installed at various MNGL stations, as detailed in the scope of work as per the requirement of company.

QUANTUM OF JOB:

Supply of spares for CAT engine shall be at MNGL Central warehouse, Pune. The contractor will be awarded to the supplier as per decision of MNGL upon its own discretion.

1. SCOPE OF WORK:

- The detailed scope of supply shall be as per SOR.
- Supplier should supply only genuine Caterpillar Engine spares along with genuine seal of Caterpillar (CAT).
- The supplier should be Caterpillar (CAT) authorized dealer and should have a certificate to that effect. It is to be authorized by the Caterpillar (CAT) that the parts are genuine and manufactured by them.
- MNGL will designate Engineer In Charge to look after the work on its sole discretion.
- Transit insurance and all applicable taxes in bidder scope.
- The number of TOH/MOH lots required is listed in the table below.

G3406		
Sr. No	Description	No. of Lots
1	Top Overhauling Spares	3
2	Major Overhauling Spares	3
3	Optional Spares	1

The Compressor Locations are as mentioned below:

Sr. No.	Location	Compressor Sr. No.	Compressor Make	Engine Make	Compressor Type	Capacity	Qty.
1	MS Chikhali	PGS NO.-79	KPCL	CAT	GED	1200	1
2		PGS NO.-208	KPCL	CAT	GED	1200	1
3	MS STN	PGS NO.-80	KPCL	CAT	GED	1200	1
4		PGS NO.-198	KPCL	CAT	GED	1200	1
5	MS NTW	PGS NO.-81	KPCL	CAT	GED	1200	1
6		PGS NO.-233	KPCL	CAT	GED	1200	1

- The detailed scope of supply shall be as per the attached list
    - For Top Overhauling of G3406 one lot

SL NO	PART #	DESCRIPTION	HSN CODE	QTY
1	1282922	GASKET KT W	84849000	1
2	3777037	KIT REBUILD	84139190	1
3	1018644	KIT GASKET	84849000	1
4	2348829	KIT-GASKET-S	84849000	1
5	2101991	GASKET KIT	84849000	1
6	6L6489	GASKET	68159990	2
7	1121102	SEAL O RING	40169390	4
8	7C8878	GASKET	84199090	2
9	6L6490	SLEEVE	73079990	2
10	1090079	SEAL O RING	40169390	2
11	4W7731	HOSE	40091100	1
12	6I2505	ELEMENT AS	48232000	1
13	6I2506	ELEMENT AS	48232000	1
14	6N7692	GASKET	40169310	1
15	8N6058	GASKET	84841090	1
16	3P7019	SEAL	84879000	4
17	7C9710	GASKET	84841090	1
18	7M7273	GASKET	84841090	1
19	1131572	DIAPHRAGM	40169960	1
20	4P2443	RETAINER	84099199	1
21	3S5849	GASKET	68159990	2
22	7C6942	SPRING	73209090	1
23	1453249	VALVE	84099949	1
24	7C9721	MACH SCREW	73181500	5
25	4L4642	GASKET	68159990	1
26	8C3089	SEAL-O-RING	39269059	1
27	5L8484	GASKET	84841090	1
28	5L8484	GASKET	84841090	1
29	2N2766	LOCK NUT	73181600	12
30	1687800	LOCKNUT	73181600	4
31	1144427	SEAL-O-RING	40169390	1
32	1S6595	GASKET	68159990	1

33	7W2398	GASKET	68159990	1
34	1142687	SEAL-O-RING	40169390	1
35	2385081	SEAL-O-RING	39269059	1
36	1425868	SEAL GP-CSHF	84879000	1
37	1425867	SEALGP	39269049	1
38	2N7174	GASKET	73182200	6
39	2A4429	LOCK	84099949	48
40	4N5906	SPRING	73209090	24
41	6N7154	ROTOCOIL A	84099949	24
42	2120936	INSERT-V SEA	84099199	12
43	2137536	GUIDE-VALVE	84099199	12
44	2137537	GUIDE-VALVE	84099199	12
45	2143286	INSERT-V SEA	84099199	12
46	3581229	VALVE-INLET	84099199	12
47	3581230	VALVE-EXHAUS	84099111	12
48	1090073	SEAL O RING	40169390	6
49	4446444	SEAL AS-VALV	84099949	12
50	3056843	SPRING-GUIDE	84099990	12
51	1085603	SCREW	73181500	12
52	9L7712	NUT	73181600	12
53	2147568	SEAL-O RING	40169320	2
54	2385084	SEAL-O-RING	39269059	1
55	1714358	SEAL-O-RING	40169390	2
56	3S1889	GASKET	68159990	2
57	4L3833	GASKET	68159990	2
58	4N0641	GASKET	68159990	1
59	1W2636	GASKET	68159990	1
60	2H1193	FERRULE	84099949	1
61	3S9643	SEAL	84879000	2
62	2477133	REGULATOR-TE	84818090	1
63	4W2256	PLUG-SPARK	85111000	6
64	4L4642	GASKET	68159990	1
65	6S3002	SEAL O RING	40169390	1
66	7C9711	GASKET	68159990	1
67	8L8585	SEAL A	40169310	2
68	5L1150	GASKET	68159990	2
69	2N8630	GASKET	68159990	1
70	5P6672	ROD-END	84834000	2
71	1391442	DIAPHRAGM	84099199	1

72	1391444	BUSHING	84099199	1
73	1391446	VALVE	84818090	1
74	1391447	SCREW	73181500	4
75	1391445	BUSHING	84099199	1
76	1573253	SPRING	73209090	1
77	1549636	JET	84099199	1
78	1549683	JET	84099949	1
79	9B7155	SCREW	73181500	1
80	5P1480	SEAL-O-RING	39269059	1
81	4B1244	SCREW	73181500	6
82	3B4503	LOCKWASHER	73182100	6
83	617540	SEAL O RING	39269059	1
84	617540	SEAL O RING	39269059	1
85	9Y1047	BALL JOINT	84099199	1
86	9S0798	BEARING	84834000	2
87	3N2723	SEAL A	40169310	2
88	3718115	CM HOSE BULK	40093100	10
89	6V3831	SEAL O RING	39269059	1
90	8C5230	SEAL O RING	39269059	2
91	1R1808	FILTER AS-LU	84212300	1
92	617540	SEAL O RING	39269059	2
93	1144427	SEAL-O-RING	40169390	1
94	1S6595	GASKET	68159990	1
95	7W2398	GASKET	68159990	1
96	1142687	SEAL-O-RING	40169390	1
97	8N1702	HOSE A	40094100	1
98	3J1907	SEAL	40169330	1
99	2G4706	HOSE A	40094100	1
100	5T4375	HOSE A	40094100	1
101	3S9643	SEAL	84879000	1
102	3492654	SEAL AS-WTR	84842000	1
103	1299907	IMPELLER	84139190	1

- **Major Overhauling Spares G3406**

SL NO	PART #	DESCRIPTION	HSN CODE	QTY
1	2436718	BEARING KIT-	84833000	1
2	1282922	GASKET KT W	84849000	1
3	3777037	KIT REBUILD	84139190	1

4	1018644	KIT GASKET	84849000	1
5	1609874	GASKET KT SC	84849000	6
6	2323679	KIT-GASKET-R	84849000	1
7	2341874	KIT-GASKET-F	84849000	1
8	2348829	KIT-GASKET-S	84849000	1
9	3E4326	KIT GASKET	84849000	1
10	2101991	GASKET KIT	84849000	1
11	6L6489	GASKET	68159990	2
12	1121102	SEAL O RING	40169390	4
13	7C8878	GASKET	84199090	2
14	6L6490	SLEEVE	73079990	2
15	1090079	SEAL O RING	40169390	2
16	4W7731	HOSE	40091100	1
17	6I2505	ELEMENT AS	48232000	1
18	6I2506	ELEMENT AS	48232000	1
19	6N7692	GASKET	40169310	1
20	8N6058	GASKET	84841090	1
21	3P7019	SEAL	84879000	4
22	7C9710	GASKET	84841090	1
23	7M7273	GASKET	84841090	1
24	1131572	DIAPHRAGM	40169960	1
25	4P2443	RETAINER	84099199	1
26	3S5849	GASKET	68159990	2
27	7C6942	SPRING	73209090	1
28	1453249	VALVE	84099949	1
29	7C9721	MACH SCREW	73181500	5
30	4L4642	GASKET	68159990	1
31	8C3089	SEAL-O-RING	39269059	1
32	5L8484	GASKET	84841090	1
33	5L8484	GASKET	84841090	1
34	2N2766	LOCK NUT	73181600	12
35	1687800	LOCKNUT	73181600	4
36	1144427	SEAL-O-RING	40169390	1
37	1S6595	GASKET	68159990	1
38	7W2398	GASKET	68159990	1
39	1142687	SEAL-O-RING	40169390	1
40	2385081	SEAL-O-RING	39269059	1
41	4N0342	PLATE	84099949	1
42	1425868	SEAL GP-CSHF	84879000	1

43	1425867	SEALGP	39269049	1
44	2385081	SEAL-O-RING	39269059	1
45	2385083	SEAL-O-RING	39269059	1
46	2147566	SEAL-O-RING	40169320	1
47	5863377	LINER	84099949	6
48	4N0685	BEARING	84833000	6
49	4N6658	BEARING	84833000	1
50	2N7174	GASKET	73182200	6
51	2A4429	LOCK	84099949	48
52	4N5906	SPRING	73209090	24
53	6N7154	ROTOCOIL A	84099949	24
54	2120936	INSERT-V SEA	84099199	12
55	2137536	GUIDE-VALVE	84099199	12
56	2137537	GUIDE-VALVE	84099199	12
57	2143286	INSERT-V SEA	84099199	12
58	3581229	VALVE-INLET	84099199	12
59	3581230	VALVE-EXHAUS	84099111	12
60	1090073	SEAL O RING	40169390	6
61	4446444	SEAL AS-VALV	84099949	12
62	1293948	GASKET	40169310	1
63	9X7378	SEAL	40169390	2
64	1470182	SEAL-O-RING	40169390	2
65	2385080	SEAL-O-RING	39269059	1
66	2147566	SEAL-O-RING	40169320	1
67	7C2467	GASKET	68159990	1
68	1973866	GASKET	84099949	1
69	6N2508	GASKET	68159990	1
70	5P4889	SEAL	39269059	1
71	4P8996	PISTON AS	84099949	6
72	7E5665	RETAINER PIN	73182400	12
73	3342670	BEARING-CONN	84834000	6
74	1019047	RING PISTON	84099949	6
75	1333836	RING	84099949	6
76	3056843	SPRING-GUIDE	84099990	12
77	4223884	LIFTER AS-VA	84099949	12
78	2137538	ROD-VALVE PU	84099949	12
79	1085603	SCREW	73181500	12
80	9L7712	NUT	73181600	12
81	2147568	SEAL-O RING	40169320	2

82	2385084	SEAL-O-RING	39269059	1
83	3929208	PLUNGER-RELI	84819090	2
84	4N8150	SPRING	73209090	2
85	8N0453	RING	39269059	2
86	1714358	SEAL-O-RING	40169390	2
87	3S1889	GASKET	68159990	2
88	4L3833	GASKET	68159990	2
89	4N0641	GASKET	68159990	1
90	1W2636	GASKET	68159990	1
91	2H1193	FERRULE	84099949	1
92	3S9643	SEAL	84879000	2
93	2477133	REGULATOR-TE	84818090	1
94	4W2256	PLUG-SPARK	85111000	6
95	9Y7361	BOOT	40169960	6
96	7W2083	GASKET	68159990	1
97	6F4718	SEAL	40169390	1
98	7W0540	VANE KIT	84129090	1
99	4L4642	GASKET	68159990	1
100	6S3002	SEAL O RING	40169390	1
101	7C9711	GASKET	68159990	1
102	8L8585	SEAL A	40169310	2
103	5L1150	GASKET	68159990	2
104	2N8630	GASKET	68159990	1
105	5P6672	ROD-END	84834000	2
106	1391442	DIAPHRAGM	84099199	1
107	1391444	BUSHING	84099199	1
108	1391446	VALVE	84818090	1
109	1391447	SCREW	73181500	4
110	1391445	BUSHING	84099199	1
111	1573253	SPRING	73209090	1
112	1549636	JET	84099199	1
113	1549683	JET	84099949	1
114	9B7155	SCREW	73181500	1
115	5P1480	SEAL-O-RING	39269059	1
116	4B1244	SCREW	73181500	6
117	3B4503	LOCKWASHER	73182100	6
118	617540	SEAL O RING	39269059	1
119	3498809	REGULATOR AS	#N/A	1
120	9Y1047	BALL JOINT	84099199	1

121	9S0798	BEARING	84834000	2
122	7W2083	GASKET	68159990	1
123	3J7354	SEAL O RING	40169320	1
124	6F4718	SEAL	40169390	1
125	3J7354	SEAL O RING	40169320	1
126	1757896	SEAL-O-RING	40169390	1
127	6F4718	SEAL	40169390	1
128	6L3528	GASKET	40169340	1
129	9X7378	SEAL	40169390	1
130	2147568	SEAL-O RING	40169320	1
131	1144427	SEAL-O-RING	40169390	1
132	3N2723	SEAL A	40169310	2
133	3718115	CM HOSE BULK	40093100	10
134	9Y2988	BREATHER A	84099949	1
135	6V3831	SEAL O RING	39269059	1
136	8C5230	SEAL O RING	39269059	2
137	1R1808	FILTER AS-LU	84212300	1
138	0617540	SEAL O RING	39269059	2
139	3929208	PLUNGER-RELI	84819090	2
140	4N8150	SPRING	73209090	2
141	1185068	SEAL O RING	40169390	1
142	1144427	SEAL-O-RING	40169390	1
143	1S6595	GASKET	68159990	1
144	7W2398	GASKET	68159990	1
145	1142687	SEAL-O-RING	40169390	1
146	1W7238	SHAFT A	84839000	1
147	1W7239	SHAFT A	84839000	1
148	2S2760	SPRING	73209090	1
149	6N1931	PLUNGER	84139190	1
150	1276356	COVER AS	84099990	1
151	7N2156	BEARING	84833000	2
152	8N1702	HOSE A	40094100	1
153	3J1907	SEAL	40169330	1
154	2G4706	HOSE A	40094100	1
155	5T4375	HOSE A	40094100	1
156	1506304	CARTRIDGE GP	84149090	1
157	3S9643	SEAL	84879000	1
158	3492654	SEAL AS-WTR	84842000	1
159	1638070	HARNESS AS-W	85444299	1

160	2907079	HARNESS AS	85444299	1
161	3962240	HARNESS AS	85444299	1
162	2152434	TRANSFORMER	85113010	6
163	1847186	HARNESS AS-W	85369090	1
164	1299907	IMPELLER	84139190	1
165	4N0684	PIN	73182910	1
166	0067403	RETAINER	40169390	1
167	1005079	RING	84099949	1
168	1241855	BOLT 12PT	73181500	4

- Optional Spares for Major Overhauling if required

SL NO	PART #	DESCRIPTION	HSN CODE	QTY
1	7W9220	CORE A	84195090	1
2	1387537	CLEANER GP-A	84213100	1
3	7W1275	MANIFOLD AS	84099990	1
4	6I2981	PLATE	84099949	6
5	7E5996	ROD AS	84099949	1
6	4W5998	ROD AS	84099949	1
7	4P5259	ARM AS	84099949	1
8	5N6753	PICK-UP A	90299000	1
9	3181181	SENSOR GP	90292010	1
10	3B4502	LOCKWASHER	73182100	6
11	2H0191	SCREW	73181500	6
12	1549629	BODY AS	84314990	1
13	1549634	BODY AS	84314990	1
14	3349383	VALVE KT-GAS	84819090	1
15	3498809	REGULATOR AS	84818090	1
16	1327463	GOVERNOR GP	84122990	1

2. DELIVERY / COMPLETION SCHEDULE:

Supply shall be completed within 12 (Twelve) weeks from the date of Intimation by Engineer in Charge for the required quantity at the warehouse of MNGL, Pune.
Delivery location MNGL Wadki stores
Date of Delivery: The date of receipt of material at MNGL Store shall be taken as the date of delivery.

3. Penalty

If the supplier fails to supply the material in mentioned time frame as per above clause , Penalty will be imposed 1/2% of order value per week.

SECTION – VI

UNPRICED SCHEDULE OF RATES

Item: Tender for procurement of spares required for carrying out Top and Major Overhauling of Caterpillar engines installed in various compressors in Pune GA

Bid Document No. MNGL/CP/2026-27/135 dated 23.10.2026- 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@_____