MNGL (INDIA) LIMITED

CITY GAS DISTRIBUTION PROJECT FOR MNGL, PUNE

BID DOCUMENT FOR

TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE FOR A PERIOD OF 07 (SEVEN) YEARS FOR THERMAL METERS (UP TO G-6) AND RPD METERS WITH EVC (G-10 AND ABOVE) WITH THE COMPLETE AMR SOLUTION FOR EXISTING & FUTURE COMMERCIAL CONNECTIONS ACROSS ALL GAs OF MNGL.

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

(THROUGH E-TENDERING MODE)

BID DOC. NO.: MNGL/CP/2026-27/147 DATED 13.11.2026

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

VOLUME I OF II

SECTION – I

INVITATION FOR BIDS (IFB)

M/s. MNGL (India) Ltd., Pune, invites online bids (Technical & Financial) **UNDER TWO BID SYSTEM** from eligible bidders for the item(s) in complete accordance with the Bid Documents.

1.0 TENDER INFORMATION

Tender Document Number	MNGL/CP/2026-27/147 dated 13.11.2026
ITEM(S)	Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Section V of Vol. II of II
EARNEST MONEY/ BID SECURITY	Rs. 2,00,000/- in the form of Demand Draft / BG to be in favor of "MNGL (India) Ltd." payable at Pune. Account Details for NEFT / RTGS for EMD: Name of the Beneficiary: M/s. MNGL (India) Ltd. Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966
BID SECURITY VALIDITY	6 (Six) months from the final bid due date
TENDER FEE (Non-refundable)	Not applicable
BID VALIDITY	4 (Four) months from the final bid due date
Pre-bid meeting date and time	20.11.2026 @ 11:00 Hrs. VC Link: https://meet.google.com/dwa-oivh-mny
Bid submission due date and time	04.12.2026 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	07.12.2026 at 10:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Price bid opening date and time	Date and time shall be notified later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of	General Manager, C&P Department, M/s. MNGL (India) Ltd.,

bids	Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1153 Email: gasaid@mngl.in / akshay.girme@mngl.in
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

2.0 BIDDING PROCEDURE

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

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

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

(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 the 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 after the pre-bid meeting.

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

The 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 a single bidder responsibility basis and in total compliance of the scope of supply as specified in the Bid Document.

5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserves 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.

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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 Delivery Order Value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration
viii) Termination of Contract
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices
xii) Prices not quoted as per Schedule of Rates format
xiii) Bidder has 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, MNGL (India) Ltd., Pune

Ganesh Said
General Manager (C&P)

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

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

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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA (BEC)

1.0 GENERAL INFORMATION:

This tender deals with supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.

2.0 SCOPE AND QUANTITY OF SUPPLY:

The details are as below:

Sl. No.	Item Description	Unit	Quantity
BOQ No. 1			
1	Replacement of Existing Commercial Diaphragm Meters with Thermal Meters with inbuilt AMR. Supply, installation and commissioning of Thermal Meters at existing Commercial Diaphragm Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
1.1	Smart Gas Meter (Thermal) G-4 with inbuilt AMR, NRV	Nos.	175
2	Supply & commissioning of Thermal Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
2.1	Smart Gas Meter (Thermal) G-4 with inbuilt AMR, NRV	Nos.	350
3	Comprehensive Operation and Maintenance of the entire AMR System for 07 years, including but not limited to the following: Integration with MNGL's SAP/S4HANA, remote diagnostics, network services, data transmission by	Per meter per month	44,100

	GSM/GPRS/NBIoT Modem, two-way communication, data hosting and software services, hardware for server, cloud server services, decommissioning and recommissioning services, battery replacement/change, SIM Card charges, providing manpower for support to I&C customer premises for troubleshooting. Detailed scope of work as mentioned in tender document.		
BOQ No. 2			
1	Replacement of Existing Commercial Diaphragm Meters with Thermal Meters with inbuilt AMR. Supply, installation and commissioning of Thermal Meters at existing Commercial Diaphragm Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
1.1	Smart Gas Meter (Thermal) G-6 with inbuilt AMR, NRV	Nos.	225
2	Supply & commissioning of Thermal Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
2.1	Smart Gas Meter (Thermal) G-6 with inbuilt AMR, NRV	Nos.	300
3	Comprehensive Operation and Maintenance of the entire AMR System for 07 years, including but not limited to the following: Integration with MNGL's SAP/S4HANA, remote diagnostics, network services, data transmission by GSM/GPRS/NBIoT Modem, two-way communication, data hosting and software services, hardware for server, cloud server services, decommissioning and recommissioning services, battery replacement/change, SIM Card charges, providing	Per meter per month	44,100

	manpower for support to I&C customer premises for troubleshooting. Detailed scope of work as mentioned in tender document.		
BOQ No. 3			
1	Replacement of Existing Commercial Diaphragm Meters with RPD Meters with EVC & AMR. Supply, installation and commissioning of RPD Meters with EVC & AMR at Existing Commercial Diaphragm Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
1.1	G-10 RPD Meter with NRV, EVC & AMR, 150#	Nos.	275
1.2	G-16 RPD Meter with NRV, EVC & AMR, 150#	Nos.	225
1.3	G-25 RPD Meter with NRV, EVC & AMR, 150#	Nos.	150
1.4	G-40 RPD Meter with NRV, EVC & AMR, 150#	Nos.	50
2	Supply & commissioning of RPD Meters with EVC & inbuilt AMR across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
2.1	G-10 RPD Meter with NRV, EVC & AMR, 150#	Nos.	300
2.2	G-16 RPD Meter with NRV, EVC & AMR, 150#	Nos.	300
2.3	G-25 RPD Meter with NRV, EVC & AMR, 150#	Nos.	150
2.4	G-40 RPD Meter with NRV, EVC & AMR, 150#	Nos.	100
3	Comprehensive Operation and Maintenance of the entire AMR System for 07 years, including but not limited to the following:	Per meter per month	1,30,200

	Integration with MNGL's SAP/S4HANA, remote diagnostics, network services, data transmission by GSM/GPRS/NBIoT Modem, two-way communication, data hosting and software services, hardware for server, cloud server services, decommissioning and recommissioning services, battery replacement/change, SIM Card charges, providing manpower for support to I&C customer premises for troubleshooting. Detailed scope of work as mentioned in tender document.		

3.0 BIDDER'S ELIGIBILITY CRITERIA (BEC):

A. TECHNICAL:

A.1 The Bidder must be a manufacturer of Thermal mass flow Meters (for BOQ No. 1 and BOQ No. 2) & RPD Meters (for BOQ No. 3) of quoted size or authorized supplier of manufacturer of Thermal mass flow Meters (for BOQ No. 1 and BOQ No. 2) & RPD Meters (for BOQ No. 3) of quoted size and is required to meet the following criteria (as the case may be):

A.1.1 **For manufacturer:**

The Bidder must have manufactured & supplied from his own production facility a following quantity of meters in a single order or multiple orders to an established natural gas distribution company in India, in the last 5 years reckoned from the final bid due date:

BOQ No.	Quantity to be supplied	Meter Rating
BOQ No. 1	26 Nos.	Thermal mass flow Gas Meter of G-4 or higher rating
BOQ No. 2	26 Nos.	Thermal mass flow Gas Meter of G-4 or higher rating
BOQ No. 3	78 Nos.	RPD Gas Meter of G-10 or higher rating

Note: In case bidder quotes for more than one BOQ, the requirement of eligibility criteria shall be on a cumulative basis.

A.1.2 **For authorized supplier:**

A.1.2.1 If the manufacturer does not sell his products directly but through his dealer/distributor, then the manufacturer can authorize an agency to submit the bid in which agency will be considered as a bidder. Therefore, in such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after-sales support to the purchaser (M/s. Maharashtra Natural Gas Limited). A latest confirmation by the manufacturer to this effect shall be submitted by the bidder along with the bid in the attached format as Annexure-I. However, during the tenure of the contract, the bidder can only supply the material through that manufacturer only. No material from other manufacturer including through own manufacturing unit of bidder, will be accepted, as the technical credentials were considered of particular manufacturer only during technical BEC qualification.

A.1.2.2 Either manufacturer or its authorized dealer/distributor can participate against the tender. If the manufacturer and its authorized dealer/distributor both submit their bids, only the bid submitted by the manufacturer will be considered.

A.1.2.3 For each item, a manufacturer can authorize only one dealer/distributor, and one dealer/distributor can represent only one manufacturer for any particular item.

A.1.2.4 The bidder should submit an appointment letter from the Manufacturer

A.1.2.5 The bidder should submit an Authority Letter issued by the Manufacturer

A.1.2.6 Back-to-back guarantee (specific to the tender on the company letterhead) should be issued by the Manufacturer stating that the Manufacturer shall fulfil the contractual obligations for supply, warranty and O&M period of the tendered item in case of failure of the bidder.

A.1.2.7 The Manufacturer and the bidder shall indemnify, defend and hold harmless MNGL in case of any dispute due to whatsoever reason between the Manufacturer and the bidder for matters pertaining to subject Tender/ Contract.

A.1.2.8 The Bidder must meet the qualification criteria mentioned at Clause A.1.1 above.

Note: All the above documents should be valid as on due date of tender. In case of expiry of the validity of such documents, it is bidder's responsibility to renew the validity well in time to ensure continuity of validity till the contractual period. The documents should be signed by authorized signatory.

A.1.3 In addition to meeting the requirement at A.1.1 above, the Bidder is required to submit the following:

A.1.3.1 For Thermal mass flow meter, bidder shall submit valid approval certificate for compliance of the offered model of gas meter to the requirements of EN 17526 standard & ATEX certified and Measuring Instruments Directive (MID) 2014/32/EU, issued by BG, DVGW or equivalent reputed and authorized agency. RPD Meters should be designed, manufactured and tested, as per OIML R137:1 & 2, OIML TC8/SC8 and EN 12480 /EN 12261 and AGA- 9, Pressure Equipment Directive (PED) # 97/23/EC, ATEX - 94/9/EC (As per applicable standards/guidelines).

A.1.3.2 Type approval issued by Department of Legal Metrology (Govt. of India) for the offered models of diaphragm gas meters.

A.1.3.3 License to manufacture / sale & license to repair, from Legal Metrology of India.

A.1.3.4 Registration for importer of weight or measure as applicable.

To meet the technical qualification criteria as stated above bidder shall provide documentary evidence viz. detailed Purchase Order copies, approved technical data sheet & release note/supply completion certificate from Client in support of his claim.
In the absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

B. FINANCIAL:

B.1 Turnover:

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

Sl. No.	Item Description	Minimum Turnover Requirement (Rs. in Lakhs)
1	BOQ No. 1	105.00
2	BOQ No. 2	120.00
3	BOQ No. 3	1150.00

Note: In case the bidder quotes for more than one BOQ(s), the requirement of Turnover shall be on a cumulative basis.

B.2 Net Worth:

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

B.3 Working Capital:

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

Sl. No.	Item Description	Minimum Working Capital Requirement (Rs. in Lakhs)
1	BOQ No. 1	21.00
2	BOQ No. 2	24.00
3	BOQ No. 3	230.00

Note: In case the bidder quotes for more than one BOQ(s), the requirement of Working Capital shall be on a cumulative basis.

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 & 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.

4.0 EVALUATION AND AWARD OF CONTRACT:

Evaluation shall be done on BOQ-wise least-cost basis to the Purchaser & order(s) shall be placed on L-1 bidder for each BOQ separately.

Note: In case of tie for L1 bidder, the inter-se ranking shall be done based on the highest turnover in any one of the preceding three financial years, i.e. 2023-24, 2024-25 and 2025-26 amongst the bidders.

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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 III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

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

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

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

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SEARCHING FOR TENDER DOCUMENTS:

1) There are various search options built in the CPP Portal to facilitate bidders in searching active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

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

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

PREPARATION OF BIDS:

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

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

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

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

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

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

(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 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.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

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 through e-tendering mode for the supply of goods as described in Section-IV, Special Condition of Contract.

1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidder

2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.

2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.

2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.4 The bid should be from actual manufacturers.

2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.

2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of 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)

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

5. Cost of Bidding

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

B. BIDDING DOCUMENT

6. Content of Bidding

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

a) Volume I of II - IFB, ITB, GCC, ATC
b) Volume II of II – SCC, MR & TS, SOR, etc.

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

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ 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 bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous

to submit its bid must take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.

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

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

C. PREPARATION OF BIDS

9. Language of Bid

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

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

10 Documents Comprising the Bids:

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

10.1.1 **Technical cover:**

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

i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
ii) Bidder's general/ details information as per format F-1.
iii) Power of Attorney in favor of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
v) A Bid Form as per format F-2.
vi) Copies of documents as required in list of enclosures.
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 documents may be literature, drawings, or data and shall also include (a) the detailed description of the Goods' essential technical and performance characteristics; (b) a clause-by-clause commentary on Employer's technical specifications and demonstrating supplies substantial responsiveness to the specifications.
ix) Copy of Bid security in accordance with IFB & Clause 17 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
x) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
xi) Confirmation of no deviation as per Form F-6.
xii) Present commitments strictly as per Form F-9.
xiii) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
xiv) Any other information/details required as per bid document.

10.1.2 **Financial cover:**

Price Bid SOR as per the 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 Vol II of II of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

12.0 BID PRICES

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

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

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

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

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

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

period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.

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

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

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

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

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

13 Bid Currencies

13.1 Bidders shall submit their bids in Indian Rupees only.

14 Documents Establishing Bidder's Eligibility and Qualification

14.1 Bid Evaluation Criteria

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

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 be established to the PURCHASER'S satisfaction:

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

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

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

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

15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

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

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

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

16 Period of Validity of Bids

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

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

17 Bid Security

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

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

17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque/NEFT/RTGS in favor of MNGL (India) Ltd., payable as per IFB (issued by Indian Nationalized /Scheduled bank or first-class international bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document.

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

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

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

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

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

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

17.7 The bid security may be forfeited:

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

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

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

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

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

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

17.8 Bid Security should be in favor of MNGL (India) Ltd. 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 or letter of Credit shall be in the form provided in the Bidding Document.

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

18. Pre-Bid meeting – As per IFB

18.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB.

18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

18.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 7.1 that may become necessary because of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.

18.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

19 Format and Signing of Bid

19.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or

date, as the case may be, is written separately having proper link to the place of correction.

19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

20 Zero Deviation

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

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

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of Delivery Order Value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration
viii) Termination of Contract
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices
xii) Prices not quoted as per Schedule of Rates format
xiii) Bidder has been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s)
xiv) Bidders are under liquidation
xv) Bids not conforming to technical specification/requirements
xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document
xvii) Price Reduction Schedule

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

21 Mode of Payment

21.1 MNGL (India) Ltd. will issue A/C payee cheque for payment payable at par in case work is awarded to bidder.

22 Agent/ consultant/ Representative/ Retainer/ Associate [Applicable for lCB tenders only].

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

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

The following particulars will also be furnished by the bidder:

(i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant Representative / Retainer/ Associate in India.

(ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative Retainer/Associate in India have in the business of each other.

(iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.

(iv) All services to be rendered by the Agent Consultant Representative / Retainer/Associate.

22.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate Agent Consultant Representative Retainer/ Associate of the overseas manufacturers/suppliers are, however,

permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant / Representative/ Retainer/ Associate has a power of attorney/ letter *of* authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to MNGL in advance for scrutiny and acceptance or otherwise.

D. SUBMISSION OF BIDS

23.0 PREPARATION OF BIDS

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

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

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

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

24.0 DEADLINE FOR SUBMISSION OF BID

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

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

25.0 LATE BIDS

Any Bid Security / EMD received by the Purchaser after the deadline for submission of bid may render the bid to be declared “Late” and such bid is liable

for rejection; such EMD may be returned unopened to the bidder at the sole discretion of the Purchaser.

26.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

E. OPENING AND EVALUATION OF BIDS

27. Bid Opening

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

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

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

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

28 Process to be Confidential

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

29 Contacting the Purchaser

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

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

30 Preliminary Examination of Bids

30.1 Technical-Commercial Bid Evaluation

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

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

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

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

30.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Purchaser will examine and compare the technical

aspects of the bids based on the information supplied by the bidders, taking into account the following factors:

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

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

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

31.0 **OPENING OF PRICE BID**

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

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

32 Arithmetic Corrections

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

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

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

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

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

34 Evaluation and Comparison of Bids

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

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

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

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

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

iii) Goods & Service Tax on the finished goods.

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

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

ii) Cost of mandatory spares, if any.

iii) The total site price quoted shall be compared.

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

35 Domestic Preference

35.1 VOID

F. AWARD OF CONTRACT

36 Post Qualification

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

36.2 The determination will 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.

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

37 Award Criteria

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

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

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

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

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

40 Notification of Award/ Fax of Intent / Purchase Order

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

40.2 Delivery shall be counted from the date of Purchase Order.

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

41 Acceptance of Purchase Order

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

42 Performance Guarantee

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

42.2 The performance guarantee shall be for an amount equal to 10% of Delivery Order 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

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

43 Income Tax Liability

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

44 Corrupt or Fraudulent Practices:

44.1 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.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

SECTION – IIIA

GENERAL CONDITIONS OF CONTRACT – GOODS (GCC - GOODS)

FOR SUPPLY

1 Definitions

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

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

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

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

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

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

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

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

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

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

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, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

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

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

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

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

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

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

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

Quantities – Bills of quantities
Bills of quantities

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

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

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

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

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

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

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

1.36 START-UP shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall

include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment covered under the 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 three (3) copies in English language of technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.

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

5.6 All dimensions and weight should be in metric system.

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

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

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

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

6 Standards

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

7 Instructions, Direction & Correspondence

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

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, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

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

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

12 Performance Guarantee

12.1 Within 15 days after the SELLER's receipt of Delivery Order, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee / irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of Contract / Delivery Order Value against each Delivery Order.

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

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

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

13 Inspection, Testing & Expediting

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

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, when conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and

production data shall be furnished to the inspectors at no charge to the PURCHASER.

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

13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and 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 along with CONTRACT confirmation.

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

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

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

15 Delivery & Documents

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

15.2 Delivery shall be deemed to have been made:

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

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

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

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

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

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

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

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

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

16 Transit Risk Insurance

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

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

Indigenous Bidders	:	Transit risk insurance till FOT Site shall be arranged and borne by Bidder.
Foreign Bidders	:	Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne By Bidder.

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

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

17 Transportation

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

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be 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 of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any 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 an item-wise list with the 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 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 fulfil in all respects all operating conditions, if any, specified in the Contract.

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

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced

materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall 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 along with 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 Contract / 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 45 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 along with 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 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.

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, licence fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Goods & Service Tax on finished products shall be reimbursed by PURCHASER.

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

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

34 Books & Records

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

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and 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 CLAUSE

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

Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Dept. of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
The above stipulation will, however, not apply to:

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

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

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

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

39 Publicity & Advertising

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

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 damage, loss of profits or loss of production.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

SECTION-IIIB

GENERAL CONDITIONS OF CONTRACT – WORKS (GCC-WORKS)

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ANNEXURES TO GCC
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MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

2. Proforma of Agreement
3. NDA

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

General Conditions of Contract

Section- I. Definitions

1. Definition of Terms:

1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1 The PURCHASER/OWNER/EMPLOYER/COMPANY/MNGL means MAHARASHTRA NATURAL GAS LIMITED, incorporated under the Company's act 1956 and having its Registered office at Pune and includes its successors and assigns.

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

1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

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

1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.

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

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

1.1.8 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the

legal representatives, successors and permitted assigns of such person, firm or company.

1.1.9 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.10 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the MNGL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

1.1.11 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawings as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.12 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

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

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

1.1.15 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/ EMPLOYER after the period of liability is over.

1.1.16 “DEFECT LIABILITY PERIOD” in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials

plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

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

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

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

1.1.20 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

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

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

1.1.23 "LETTER OF INTENT/FAX OF INTENT/PURCHASE ORDER" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

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

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

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

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

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

1.1.29 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instructions, dimensions, etc. shall be in English Language.

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

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

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

Section-II General Information

2. General Information

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

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the

project site. The CONTRACTOR should also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

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

2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labor etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labor camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively, the Employer at his discretion may endeavor to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

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

2.4 Power Supply:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be

deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.

2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.

2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.

2.4.9 Only motors up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.

2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

2.4.11 The total requirement of power shall be indicated by the tenderer along with his tender.

2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

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

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them

on the project site by the EMPLOYER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

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

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

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

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

Section-III. General Instructions to Tenderers

3. Submission of Tender:

3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under “Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. The tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of Maharashtra Natural Gas Limited due for opening on _____]. The *Full Name, Address and Telegraphic Address,*

Fax No. of the Tenderers shall be written on the bottom left-hand corner of the sealed cover.

4. Documents:

4.1 General:

The tenders as submitted will consist of the following:

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

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

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.

c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).

4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Maharashtra Natural Gas Limited, and that M/s Maharashtra Natural Gas Limited, is entering into this agreement solely on its

own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s Maharashtra Natural Gas Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Maharashtra Natural Gas Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. Transfer of Tender Documents:

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

6. Earnest Money:

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

The bid guarantee shall be submitted in the prescribed format.

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

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

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER, directly to the tenderer (s), after award of work or the tender is cancelled.

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

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him along with tender.

8 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

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

9 Right of Employer to Accept or Reject Tender:

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidder, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

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

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

10 Time Schedule

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.

10.2 A joint program of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This program will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction program will be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction program as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets / programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets / programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11 Tenderer's Responsibility

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12 Retired Government or Company Officers

VOID

13 Signing of the Contract:

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

14 Field Management & Controlling/Coordinating Authority:

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

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15 Note to Schedule of Rates:

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

16 Policy for Tenders under Consideration:

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

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/

commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17 Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.

18 Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to MNGL in triplicate. MNGL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by MNGL or its employee(s) or its representatives shall not in any way be binding on MNGL.

19 Local Conditions:

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer is requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. MNGL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

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

20 Abnormal Rates:

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications

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

Section-IV. General Obligations

21 Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1) The Contract Agreement
2) The Letter of Acceptance
3) The Instructions to Bidders (ITB)
4) Special Conditions of Contract (SCC)
5) General Conditions of Contract (GCC)
6) Any other document forming part of the Contract

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying `Persons' shall include relevant `Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 Special Conditions of Contract:

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 Contractor to obtain his own Information:

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

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he

has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

24 Contract Performance Security:

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of Contract / Delivery Order Value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per

proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

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

25 Time of Performance:

25.1 Time for Mobilization

The work covered by this CONTRACT shall be commenced within seven (7) days, the date of letter/Fax of Intent or as mentioned in Letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after

tenders are opened will not receive consideration. The above period is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

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

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure :

26.1 CONDITIONS FOR FORCE MAJEURES

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

The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of

respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

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

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

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

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty.

The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

28 Rights of the employer to forfeit contract performance security:

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29 Failure by the contractor to comply with the provisions of the contract:

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

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

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The

CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

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

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

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

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

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

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

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

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

31 Change in constitution:

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

32 Termination of contract

32(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the 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.

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

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business 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.

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

33 Members of the employer not individually liable:

33.1 No Director, or official or employee of the EMPLOYER shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the

CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

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

36 Contractor's subordinate staff and their conduct

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

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

expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

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

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

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

37 Sub-letting of works:

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

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:
The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:
At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUBCONTRACTORS:
Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub- contractors in regard to work to be performed under the CONTRACT.

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

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

38 Power of entry:

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

i) fail to carry out the WORK in conformity with the CONTRACT documents, or

ii) fail to carry out the WORK in accordance with the Time Schedule, or

iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or

iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or

v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or

vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above-mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or

vii) if the CONTRACTOR shall abandon the WORK or

viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

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

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

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipment etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

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

40 Other agencies at site:

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

41 Notice:

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

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

42 Right of various interests:

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

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

43 Patents and royalties:

43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process and methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free license to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

43.2 All charges on account of royalty, toil age, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipment including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labor, materials, services have been paid in lieu thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labor and material for which a lien could be filled.

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

45 Delays by employer or his authorized agents:

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

46 Payment if the contract is terminated:

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.

b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

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

a) Any and all completed works.
b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

47 No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

48 Certificate not to affect right of employer and liability of contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

49 Language and measures:

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

50 Transfer of title:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

51 Release of information:

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 Brand names:

52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipment provided it meets the specified standard design and performance requirements.

53 Completion of contract:

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54 Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also, the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipment, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V Performance of Work

55 Execution of work:

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labor etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labor force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

58 Work on Sundays and holidays:

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all

labor laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER no this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-INCHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labor strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

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

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

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-INCHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:

I. <u>For Item Rate Contract</u>

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labor cost at schedule of labor rates plus 3% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials

and the quantum of labor involved per unit of measurement will be final and binding on the CONTRACTOR.

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 3% (Three Percent) to cover all contingencies, overhead, profits to arrive at the rates.

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

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

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

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

contract value.

II. For Lump Sum Contracts

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

61 Drawings to be supplied by the employer

61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during

the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for _____ (Name of Work)

Agreement No._____

Signed: _____ _____

(CONTRACTOR) (ENGINEER-IN-CHARGE)

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

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

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level benchmark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

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

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

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

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

64 Responsibility for level and alignment:

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

65 Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

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

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

66 Stores supplied by the employer:

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

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

67 Conditions for issue of materials:

67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be the responsibility of the CONTRACTOR to take delivery of the materials and arrange for their loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

x) The CONTRACTOR shall furnish to the ENGINEER-INCHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

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

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

not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 Materials obtained from dismantling:

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

70 Articles of value found:

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

71 Discrepancies between instructions:

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

72 Action where no specification is issued:

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

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all

time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days' notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

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

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

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

74 Tests for quality of work:

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

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non-availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 Samples for approval:

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

76 Action and compensation in case of bad work:

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

77 Suspension of works:

77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the

WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

78 Employer may do part of work:

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labor force, tools, equipment and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

79 Possession prior to completion:

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN- CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

80 (Defects liability period), twelve-month period of liability from the date of issue of the completion certificate:

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER- IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labor, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time

thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEERIN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement is carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the EMPLOYER.

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

81 Care of works:

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

81.1 <u>DEFECTS PRIOR TO TAKING OVER:</u>
If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called `Defects' in this clause), and

b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

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

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such

defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

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

86 Construction aids, equipment, tools & tackles:

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

SECTION-VI Certificates and Payments

87 Schedule of rates and payments:

87.1 i) <u>CONTRACTOR'S REMUNERATION:</u>

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of

application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEERIN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

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

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

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labor, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and

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

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:
The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:
No exemption or reduction of Customs Duties, Goods & Service Tax, quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:
The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:
For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lump sum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:
Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER for scrutiny and passing.

88.1.2 EMPLOYER shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 MNGL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.2 SECURED ADVANCE ON MATERIAL:
Unless otherwise provided elsewhere in the tender, no `Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:
In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING OF AMOUNTS:
In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.

89 Lump sum in tender:

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

90 Running account payments to be regarded as advance:

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

91 Notice of claims for additional payments:

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

no delay in dealing therewith shall be waiver by EMPLOYER of any of these rights in respect thereof.

91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

92.1 No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

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

94.2 COMPLETION CERTIFICATE:

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

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

94.3 COMPLETION CERTIFICATE DOCUMENTS:
For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

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

ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.

iii) COMPLETION CERTIFICATE for `embedded' and `covered' up work.

iv) Certificates of final levels as set out for various works.

v) Certificates of tests performed for various WORKS.

vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:

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

96 Certificate and payments on evidence of completion:

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

97 Deductions from the contract price:

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the

EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII Taxes and Insurance

98 Taxes, Duties, Octroi / LBT etc.:

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

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

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

99 Goods & Service tax/turnover tax:

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

100 Statutory variations

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

101 Insurance:

101.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken

out by him in pursuance of the CONTRACT. Such copies of documents shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.

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

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

i) <u>EMPLOYEES STATE INSURANCE ACT:</u>

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required

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

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:
The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employer ship of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs.2 lakhs per death, Rs.1.5 lakhs per full disablement and Rs.1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum up to Rs.10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

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

ii) The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOR LAWS

103 Labor laws:

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

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

iii) The CONTRACTOR shall at his expense comply with all labor laws and keep the EMPLOYER indemnified in respect thereof.

iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labor laws.

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

vi) The CONTRACTOR shall employ labor in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

vii) The CONTRACTOR shall furnish to the ENGINEER-INCHARGE the distribution returns of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labor Regulation and Abolition Act 1970, Employment of Children Act

1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

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

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

104 Implementation of Apprentice Act, 1961:

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

105 Contractor to indemnify the employer:

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-

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

ii) PAYMENT OF CLAIMS AND DAMAGES:
Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all labor directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labor colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labor colony.

SECTION-IX Applicable Laws and Settlement of Disputes

107 Arbitration:

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

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

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

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

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

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

International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

108 Jurisdiction:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE, MAHARASHTRA STATE, INDIA for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at PUNE, MAHARASHTRA STATE, INDIA only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X Safety Codes

109 General:

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

110 Safety regulations:

110.1 i) In respect of all labor, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

111.0 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.

ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and

their telephone numbers shall be prominently posted in CONTRACTOR's field office.

iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

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

113 Contractor's barricades:

113.0 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:

a) Excavations
b) Hoisting Areas.
c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
e) Rail Road unloading spots.

ii) CONTRACTOR's employees and those of his SUBCONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

ii) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one-meter-high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the

delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 meter.

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

115 Excavation and trenching:

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

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

116 Demolition/general safety:

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

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in whitewashing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should

be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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

117 Care in handling inflammable gas:

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

118 Temporary combustible structures:

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

119 Precautions against fire:

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

120 Explosives:

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

121 Mines act:

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

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

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

123 Outbreak of infectious diseases:

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

124 Use of intoxicants:

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

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

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

Annexure-I to GCC

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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

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

AND WHEREAS

i) MNGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw)for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by MNGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by MNGL to the CONTRACTOR, MNGL has required the CONTRACTOR to furnish to MNGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified MNGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants

and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to MNGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to MNGL forthwith on demand in writing without protest or demur the value as specified by MNGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with MNGL 'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of Rs._____(Rupees _____).

AND THE CONTRACTOR HEREBY AGREES WITH MNGL THAT:

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

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

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

iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said

materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

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

(SIGNED BY COMPETENT AUTHORITY)

Place:
Dated:
Official seal of the CONTRACTOR

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

Annexure-II to GCC

PROFORMA FOR CONTRACT AGREEMENT

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

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

WHEREAS

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

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labor 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. MNGL (INDIA) LIMITED	(NAME OF THE CONTRACTOR)
Date:	Date:
Place:	Place:
IN THE PRESENCE OF TWO WITNESSES	
1.	1.
2.	2.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

Annexure-III to GCC

NON-DISCLOSURE AGREEMENT

M/s. MNGL (India) Ltd.,
Through its Authorised.....
Mr./Ms./Mrs. .....
Age: ..... years,
Occupation: .....
Authority Letter No. .... dated .....
A company, duly registered under the
Companies Act, 1956, having its registered office at:
Plot No.27, Narveer Tanajiwadi,
PMPML Commercial Building,1st Floor, Shivaji Nagar, Pune - 411 005

Hereinafter, for the sake of brevity and convenience, called to and referred to as the **"FIRST PART"** (which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executor/s, administrators, representative/s, successor/s in title, assign/s, etc.)

AND

M/s .....
Through its Authorised.....
Mr./Ms./Mrs. .....
Age: ..... years,
Occupation: .....
A company, duly registered under the
Companies Act, 1956 having its registered office at: .....

Hereinafter for the sake of brevity and convenience called to and referred as the **"SECOND PART",** (which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executor/s, administrators, representative/s, successor/s in title, assign/s, etc.)

WHEREAS MNGL and M/s..... (hereinafter individually referred to as the "party" or collectively as the "parties") have entered into a contract dated ..... for ..... vide Service Order/Contract No..... (hereinafter referred to as "said contract").

WHEREAS each party has agreed that, subject to the terms and conditions of this agreement, it will maintain in confidence any and all such confidential and proprietary information of the other as may be disclosed to it by the other during the term hereof; and will not, either directly or indirectly, on its behalf of others, solicit for employment or hire, or attempt to solicit for employment or hire, any employee of the other party.

WHEREAS, in order to pursue the business purpose of this particular project as specified in Annexure A said contract (the "Business Purpose"), First Part recognize that there is a need to disclose certain information, as defined in clause no. 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure. In consideration of First Part's disclosure of such confidential information, Second Part agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by disclosing party "First Part" to receiving party "Second Part", including information which the disclosing party identifies in writing or otherwise as confidential during 'confidential period' **before** or **within ..... days** after disclosure to the receiving party *("Confidential Information")*.

   'Confidential information' means and includes all the information of the First part, its parent concerns, joint venture entities and such other entities that the First part may undertake from time to time and which may pass through or come to the knowledge during the course of business purpose and project with the First part pursuant to the business agreement whether oral or written and shall include but is not limited to trade secrets, knowledge, instruments, data, document, reports, any invoice, statements, logs, records, correspondence, discussions, contracts, know-how, inventions, techniques, processes, plans, algorithm, drawings, copies, lay-out, software programs, source code, semi-conducted designs, schematic designs, business methods, transactions affairs, dealings, finances and accounts, customer lists, contacts, financial information of the First part, sales and marketing plans, business information of the First part/ data provided by the clients / customers of the First part in relation of information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such information, that may be disclosed to Second Part by First Part for and during the business purpose.

2. That Second Part hereby agreed that during the confidentiality period shall use Information only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary

information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project **as defined in exhibit A,** shall cause its employees to comply with the provisions of this Agreement applicable to the Second part, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The Second Part may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the Second Part agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations. In case First Part requests, the Second Part shall either return to the First Part all confidential information or shall, with due written permission of the First Part, certify that all media containing information have been destroyed.

3. The foregoing restrictions on each part's use or disclosure of Information shall not apply to information that the receiving part can demonstrate:

   a) Was independently developed by or for the receiving party without reference to the information, or was received without restrictions; or
   b) Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
   c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and the receiving party declares possession of such confidential information within a day upon such disclosure by the disclosing party; or
   d) Pursuant to a court order or is otherwise required by law to be disclosed, provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operates with the disclosing party to contest or limit the scope of such required disclosure, including application for a protective order.
   e) Disclosed with the prior consent of the disclosing party; or

f) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. That the Second Part agrees not to remove, share, discuss and disclose any of the Confidential Information without prior written approval from the First Part. On request of First Part, the Second Part shall either return to the First Part all confidential information or shall, with due written permission of the First Part, certify that all media containing confidential information have been destroyed.

5. Second Part agrees that all confidential information is owned solely by the First Part (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable loss and significant damage to the First Part.

6. All the information shall remain the property of the First Part and by virtue of disclosing Information or executing this Agreement, the Second Part does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right from the First Part. The first part disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by Disclosing Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. Disclosing Party's failure to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of such provision, right or remedy.

8. This Agreement will be construed, interpreted and applied in accordance with the laws of India.

9. This Agreement and Exhibit A attached hereto constitute the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersede all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

10. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the First Part in writing.

11. With regard to the confidential information of the Second Part disclosed to the First Part, the First Part agrees to comply with all the obligations of the Second Part mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

Signed and delivered for and on on behalf of EMPLOYER.	Signed and delivered for and on behalf of the CONTRACTOR.
M/s. MNGL (INDIA) LIMITED	(NAME OF THE CONTRACTOR)
Date:	Date:
Place:	Place:
IN THE PRESENCE OF TWO WITNESSES	
1.	1.
2.	2.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

SECTION - IIIC
FORMS AND FORMATS

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-1
BIDDER'S GENERAL INFORMATION
(Information must be provided on bidder's letterhead)

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City_____ District _____

State _____PIN _____

1-4 Operation Address
(If different from above): _____

City_____District _____

State _____PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____
(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details} _____

1-11 Whether Supplier / Manufacturer
/ Dealer / Trader / Service Provider _____

1-12 Types of material / service provided _____

1-13 Bank's Name: _____

1-14 Bank's Branch: _____

1-15 Branch Code: _____

1-16 Bank account Number: _____

1-17 Account type: _____

1-18 IFSC Code: _____

1-19 MICR Code: _____

1-20 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: _____

1-21 If others, please specify _____

1-22 Details of Directors/ Proprietors/ Partners _____

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-23 PAN No.: _____

1-24 EPF No.: _____

1-25 MSME category, if applicable (i) Type of Enterprises: _____

(ii) Social Category of Enterprises: _____

(iii) Gender (Male/Female/Transgender/NA: _____

1-26 GST Registration no.
(If registered) _____

1-27 If unregistered (Reason)

a) Turnover threshold
b) Providing exemption goods/services
c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

Notes:

1 The above required information is required on the bidder's letterhead.

2 Bidders must submit supporting documents for the above details including the following:

a. PAN Card copy

b. GST certificate copy (of the same state as the office address mentioned above)

c. Cancelled cheque of the bank account mentioned above

(SIGNATURE OF BIDDER WITH SEAL)

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-2
BID BOND PROFORMA

Bank Guarantee No.: Date:

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Dear Sir,

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

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

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

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

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award (Fax of Intent / Purchase Order) shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 2026

SEAL AND SIGNATURE

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

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

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 MNGL (India) 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 MNGL (India) 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 required, the same shall be extended to such required period on receiving instructions from M/s _____whose behalf this guarantee is issued.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

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 (e-BG preferable).

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 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.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-3A
ANNUAL TURNOVER
Bidder must fill in this form

Annual Turnover data for the last 3 years:

Year	Last three financial year	Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder

2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-3B

FINANCIAL STATUS
Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Amount (in INR)
1. Current assets	
2. Current Liabilities (including secured and un-secured short-term loans & working capital loans)	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners' funds (Paid up share capital and Free Reserves & Surplus) (NW)	

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

- All such documents reflect the financial situation of the bidder
- 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 periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-4
CHECK LIST FOR AGREED TERMS AND CONDITIONS

Sr. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price & Delivery Basis	FOT- MNGL Store basis at various Locations
2.	Firm & Fixed Prices (As per Tender document)	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	All Taxes, duties, levies, etc. included in price	Included
5.	Packing & Forwarding is Included in unit price	Included
6.	Delivery period (As per Tender document)	Accepted
7.	Guarantee/ Warranty Clause	Accepted
8.	Price Reduction Schedule as per Tender document	Accepted
9.	Term of Payments (As per Tender document)	Accepted
10.	Contract-Cum-Equipment Performance Bank Guarantee to be submitted as per tender document	Accepted
11.	Firm Price - during the entire duration of contact (As per Tender document)	Accepted
12.	Validity of bid & bid security	Accepted
13.	Bid Security (EMD) & Details of EMD	Submitted
14.	Price Quoted as per SOR.	Yes
15.	Deviation / exception Form 5	Yes
16.	Defect Liability Period/ Warranty	Accepted
17.	Goods & Service Tax	Included
18.	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted

Name of the Bidder : M/s.

Signature :

Name :

Designation :

Date : Seal:

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-5
DEVIATION FORM
(On Bidder's letter head)

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Notes:

1) BIDDER may give a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.

2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the MNGL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall be liable to be rejected.

3) BIDDER shall state the reason for the deviations in the remark column.

4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job to the BIDDER.

5) Any clarification raised by the Purchaser/ Consultant should be resolved within 10 days failing which the bid is liable for rejection.

Sec No./ Clause. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification/ Comments by Bidder	Remarks
1)					
2)					
3)					
4)					
5)					
6)					

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-6
DECLARATION ON TENDER DOCUMENT DOWNLOADED
(on Bidder's letter head)

No. Date:

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Subject:

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation Form F-5 is not to be taken into account.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-7
PROFORMA FOR LETTER OF AUTHORITY

No. Date:

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Subject:

Sir,

We _____ hereby authorise following representative (s) to attend the Un-Priced Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

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.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-8
DECLARATION
(on Bidder's letterhead)

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Subject:

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s) for any forgery, Corrupt or Fraudulent Practice or unethical behaviour.

SEAL AND SIGNATURE OF BIDDER

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-9
DETAILS OF LITIGATION
(on Bidder's letterhead)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-10
COVERING LETTER
(ON LETTER HEAD)

Date:

To,

Subject: Certificate regarding.....

Dear Sir,

We..... (name of the Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of the bidder).

We hereby confirm that we have issued following certificate:

1.

2.

3.

Thanking You,

Place:

Date:

(Signature)

Name of Authorised Signatory
Membership No.

Encl.: As above

Note: Submission of this form is Mandatory for all the bidders.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-11

FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	**Year**
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized signatory]
Name:
Designation:
Seal:
Membership no.
UDIN No.

Instructions:

1. The financial year would be the same as that normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets Less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-12
FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 10 YEARS

Sr. no.	Description of the goods/works/services	LOA/PO /WO no. & date	Full proposal, address & phone nos. of client Name, designation & address of engineer/officer-in-charge (for cases other than purchase)	Value of Contract /Order (Specify Currency amount)	Date of Commencement of work/services or supply of goods	Scheduled completion time(months) delivery schedule	Date of actual completion /supply	Reasons for delay in execution, if any	Project cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

[Sign. Of authorized signatory of bidder]

Name:
Designation:

Instructions:

1. Copies of letter of awards/order/work orders and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.

2. The supply/work/services completed earlier than 5 years need not be indicated here.

3. The list of supply/ work/ services not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

4. Bidders are expected to provide details in respect of each order in this Annex. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/Quotation. Bidder should also refer to the instructions below.

5. A separate sheet should be filled for each LOA/work order/ purchase order.

6. Certificate from the bidder's statutory auditors must be furnished in the format below for LOA/Work Order/Purchase Order mentioned above (separately for each order).

7. It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

Certificate from the Statutory Auditor regarding Supply of Goods/Works/Services

Based on its books of accounts and other published information authenticated by it, {this is to certify that LOA/PO/WO no. ..... dated.....was awarded to ..... (name of the bidder) by.....(name of the client) to execute.....((name of the supply/work/service). The Supply/ works/services commenced on ..... (date) was/is likely to be completed on.....(date, if any). It is certified that the total value of contract/order executed by..... (name of bidder) was..... (specify currency & amount) and executed value was.....(specify currency & amount).

Name of Audit Firm:

[Signature of authorized signatory]

Chartered Accountant:

Date:

Name:
Designation:
Seal:
Membership no.:

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-13

FORMAT FOR SUPPLY RECORDS FOR MEETING BEC

Sr. no.	Purchase Order no.	Purchaser Name	Ordered Quantity	Supplied Quantity	IRN no./ DCN/ Taxable Invoice no.	Sr. No. of pages
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Bidder shall submit this form along with the relevant documents with properly numbered.

For tenders having various items/ parts, the bidder is to submit a separate format for each item/ part quoted.

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FORM F-14
FORMAT FOR BIDDER'S PRE-BID QUERIES

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Subject:

Sr. no.	Section / Tender page no.	Clause no.	Subject	Bidder's Query

Note: The Pre-Bid Queries may be sent by e-mail, before pre-bid meeting due date, to MNGL. An editable copy of queries may be enclosed while sending signed pre-bid queries.

SEAL AND SIGNATURE OF BIDDER

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-15
TECHNO-COMMERCIAL PROPOSAL

(To be filled serial-wise on the e-tendering portal bid floor in the provided format)

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as "attached", "enclosed", "submitted" or other such terms alone should be avoided.

Sr.	Requirement	Response
	General Information	
1	Complete Bidder Organization Name	
2	Date of Registration	
3	Company Address(es) in India	
4	No. of years in business	
5	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
6	Details of Directors / Proprietors / Partners	
7	Phone no. of contact person	
8	Email ID of contact person	
9	GST registration number	
	Technical BEC	
1	As defined in tender document	Agree
	Details in support of Technical BEC	
1	Any one past reference client (Company Name)	
2	Reference client's PO / work order / Agreement no. and date of award	
3	Reference client's Completion certificate with clear mention of PO / work order / Agreement no., awarded value/ qty. & executed value/ qty.	
	Financial BEC	
1	Bidder's turnover for the immediately preceding financial year FY _____(as per tender requirement).	
2	Bidder's turnover for second to last preceding financial year FY _____(as per tender requirement).	
3	Bidder's turnover for third to last preceding financial year FY _____(as per tender requirement).	
4	Bidder's net worth for preceding financial year FY _____ (as per tender requirement). Should be positive.	
5	Bidder's working capital for preceding financial year FY _____(as per tender requirement).	
	Commercial Terms and Conditions	
1	Bidder accepts to keep the bid valid for a period of 4 months from the date of opening of techno-commercial bid	Agree
2	Bidder to submit the original copy of EMD / Bid Security (if applicable) required against tender document within the stipulated time.	Agree

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3	EMD / Bid Security DD/BG no. / MSME/NSIC certificate no. and date	
4	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
5	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
6	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
7	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
8	Bidder accepts the contractual validity period as per tender	Agree
9	Bidder accepts the terms of payment as per tender	Agree
10	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
11	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
12	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
13	Bidder accepts all statutory compliances against tender	Agree
14	Bidder has read and accepts the tender document in toto	Agree
15	Any deviation from the tender document sought by the bidder is listed separately in Form-5 only	Agree
16	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

FORM F-16
DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL

Sr.	Document Header Name	Document Description
1	Covering Letter/Forwarding Letter	Covering Letter/ Forwarding Letter
2	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
3	Form-1	Bidder's General Details/ information as per appended format
4	Form-2	Bid Security (EMD) as per format Form F-2
5	Form-3A & 3B	Certificate for financial capability of the bidder as per appended format. In case bidder's working capital is lower than that required as per Tender BEC, letter from bidder's bank showing availability of credit to cover inadequacy of working capital to be attached with this Form-14
6	Form-4	Agreed Terms & Conditions
7	Form-5	Deviation/ Exceptions as per appended format.
8	Form-6	Declaration as per appended format.
9	Form-7	Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-Priced and price bid opening as per appended format.
10	Form -8	Declaration for bidder not under Liquidation, etc. **(**on Bidder's letter head)
11	Form-9	Information regarding any current litigation in which the bidder is involved in Form F-9.
12	Form-10,11 & 12 Certificates	Certificates as per appended Form- F- 10, 11 & 12
13	Form 13	Supply Records
14	Form 15	Techno-Commercial Proposal as per form 15
15	Copy of GST	Copy of GST (Goods & Service Tax), ESI, PF, PAN registration Certificates
16	Other Documents for Technical BEC Eligibility	Any other documents to show compliance of Technical BEC
17	Corrigenda and Other Docs	Copy of all addenda / corrigenda, if any, along with required documents as stated therein, duly signed and stamped. (In case no addendum / corrigendum has been issued against this tender document, then the bidder may upload a letter stating that "No addendum / corrigendum has been issued against this tender document").

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Notes:

1. Bidder may attach any other docs, not in above list but relevant to this tender, at the specified link on the e-tendering portal.

2. Bidder has to upload the file as asked above on e-tender portal in .pdf format by keeping the file name as provide in the column "*Document Header Name*" above only.

3. All pages of the bid offer to be signed and stamped by an authorised representative (as describe in bid document) of the bidder.

4. 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.

Bidder must upload the unpriced SOR marked "Quoted/ Unquoted" for each item as per Excel (named "*Unpriced SOR*") provided on the e-tender portal along with applicable GST rate (in percentage only) and HSN code. If there is any discrepancy observed between the HSN code/ GST rate in unpriced SOR and priced bid, then the GST rate as per unpriced SOR or as agreed during technical- commercial queries shall be considered for evaluation. MNGL also may take necessary clarifications from bidders quoting HSN code or GST rate inconsistent with other bidders or previous contract.

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FORM F-17
CONTRACT PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Dear Sir,

M/s_____ have been awarded the work of _____ for MNGL (India) Ltd., PUNE vide Purchase Order No. _____dated _____.

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ _____ in performing any of the terms and conditions of the tender or in payment of any money payable to MNGL (India) Ltd. 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 (e-BG preferable):

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 SWIFT Statement 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

4. All the Bank Guarantees should be submitted along with SWIFT message against this tender.

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FORM F-18
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letter head)

Date:

To,
M/s MNGL (India) Ltd.,
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 have to 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 authorized to issue this certificate.

Yours truly

For ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp:

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FORM F-19
E-Banking Mandate Form
(To be issued on vendor's letterhead)

1. Vendor/customer Name:

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account
   a) Name of Bank
   b) Name of branch
   c) Branch code:
   d) Address:
   e) Telephone number:
   f) Type of account (current/saving etc.)
   g) Account Number:
   h) RTGS IFSC code of the bank branch
   i) NEFT IFSC code of the bank branch
   j) 9 digit MICR code

I/We hereby authorize MNGL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the MNGL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ---------- has an Account no. ---------- with us and we confirm that the details given above are correct as per our records.

Bank stamp:

Date : (Signature of authorized officer of bank)

FORM F-20
[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 silica gel or similar dehydrating compound.

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

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

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

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

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

1.2 **Marking**

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

(OWNER)
PROJECT
(DESTINATION)

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

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

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

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

1.3 **Dispatch**

(a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to
- 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. MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045
Ph. No. – 020 25611000

Email – gasaid@mngl.in

B Office In Charge
M/s. MNGL (India) Ltd., Pune
Respective MNGL Site(s) address. (The Bidder shall request for add. 15 days in advance before dispatch.)

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

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FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
M/s MNGL (India) Ltd.,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner, Pune – 411045

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No.:

Name of Tender / Work.:

Dear Sir / Madam,

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

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

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

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

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

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SECTION – IV
BREIF AGREED TERMS & CONDITIONS

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

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

Sl. No.	Description	Bidder's Confirmation
1	**Bidder's details:** a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) State / UT where Registered Office of Company is located g) State / UT where the manufacturing facilities of the Company is located h) Name and Designation of the person signing the Bid	
2	**In case the bidder is not a manufacturer:** a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) Name and Designation of the contact person	
3	**The following are to be enclosed along with the bid:** a) Power of Authority of the person signing the bid	
	b) Letter of Authority of the person attending the bid opening.	
	c) In case bidder is not manufacturer:	
	Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	
4	Indicate Country of origin of offered GOODS	
5	Indicate dispatch point (Place of dispatch)	
6	**Bid Security Details:** a) Name and Address of Issuing Bank: b) Security No. & Date: c) Value (Rs. _____) d) Validity (Valid for a minimum of 6 (Six) months from the final date of submission of offer e) Details of Issuing Bank	

	i) Name: ii) Full Address: iii) Tel. No.: iv) Fax. No.: v) E-mail: vi) Name & Designation of the contact person	
7	**Validity of Bid:** Valid for a minimum of four (4) months from the final date of submission of offer.	
8	a) Please confirm that the scope of work is complete as per tender requirements.	
	b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format attached with bid document.	
	c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere the same shall be considered 'NULL & VOID'.	
9	**Delivery Period / Completion Period:** Confirm your acceptance of the delivery period/completion period as per requirement specified in bid document in 'Time Schedule' on FOT Project Site Basis to be reckoned from date of Purchase Order (PO).	
10	**Currency of Offer:** a) Please indicate the currency in which the offer is submitted. (For foreign bidders, US Dollar for foreign component and/or Indian Rupee). b) For domestic bidders, in Indian Rupees c) Please confirm that the currency once quoted shall not be permitted to be changed.	
11	**Language Correspondence:** a) Confirm that all correspondence will be in English language only.	
12	**Price:** a) Ensure and confirm that unit prices quoted in 'Price Schedule' (i.e. Schedule of Rates) are on FOT Site Basis.	
	b) Confirm that prices quoted are as per 'Price Format' given in tender document without any change.	
	c) Confirm that quoted prices will remain firm and fixed till complete execution of the order. Purchase Order (PO), placed within offer validity, shall be considered as 'Notification of Award of Contract'.	

	d) Confirm that the tender document is carefully studied & understood and has been taken into full consideration in the quoted prices.	
	e) Confirm that Blank SOR submitted with the unpriced part of the bid contains the followings	
	i) Each 'Cell' of the schedule has been marked "Quoted" or "Not Quoted" and none of the 'Cells' has been left blank.	
	ii) All information on the top of the SOR or in the 'Note' of the SOR has been provided in totality.	
13	**Spares (Article – 19 of GCC):** Confirm that 2 years Spares if required in Bid Document, have been quoted on FOT site and/or FOB port of exit basis, and Freight charges have also been indicated separately.	
14	**Freight Charges: For Indian bidder:** Ensure & confirm that firm freight charges up to Project Site has been quoted separately for each item in SOR.	
15	**Transit Insurance and all other insurances:** a) Transit Insurance and all other insurance shall not be arranged by the Purchaser. Confirm that Insurance charges have been included in the quoted price.	
16	**Goods & Service Tax (GST) for Indian bidders:** Indicate rate of taxes & duties applicable, as quoted in price schedule a) Goods & Service Tax	
	b) Confirm that GST indicated above is what has been indicated in blanked SOR and also in Priced SOR submitted.	
	c) In case of Discrepancy, rate indicated here shall be considered for bid evaluation. However, order will be placed on the lower one. Difference will be borne and paid by bidder.	
17	**Taxes & Duties for Indian bidders:** All taxes, duties, levies, License fee etc. incurred until delivery of the contracted goods, shall be borne, and paid by the bidder. However, Goods & Service Tax on finished products shall be reimbursed by the Owner (limited to provisions in the quoted price as per bid document). The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on Goods &	

	Service Tax within contractual delivery schedule, shall be borne and paid by the Owner. (However, limited to provision in bid documents).	
18	**Goods & Service Tax for Indian bidders:** a) Indicate present rate of terminal Goods & Service Tax (GST) applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of GST is applicable then such rates as considered in offer are to be indicated in the itemized Spare parts list.	
	b) If there is any variation in Goods & Service Tax at the time of supplies for any reason, other than statutory, including due to turnover, confirm the same will be borne by bidder.	
	c) It is noted and confirmed that statutory variation in GST within contractual delivery shall be to Owner's account.	
	d) If GST is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
	e) In case (b) or (d) is not acceptable, indicate maximum rate of GST chargeable (same shall be considered by Owner for price evaluation & comparison).	
19	**Price Reduction Schedule:** a) Confirm acceptance of Price Reduction Schedule (PRS) as per clause 26 of GCC and modified as per SCC i) For delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document. ii) for deficiency in performance & services as per provision of Bid Document. The invoice shall be submitted for the amount duly reduced to the extent of PRS. Otherwise, purchaser / owner reserves right to deduct the same.	
	b) Confirm in case of delay in delivery beyond CDD, any new or additional or increase in taxes and duties imposed after contractual delivery the same shall be to Bidder's account.	
20	**Terms of Payment as specified in Special conditions of Contracts:** a) Confirm acceptance of terms of payment. b) It is noted and confirmed that deviations to 'Terms & Conditions of Payment' may lead to rejection of offer, as Owner considers fit. c) All the Deviation have been indicated in 'Exception & Deviation' format (including annexure, if any) and have not been repeated in the bid/offer and if repeated, the same shall be considered " Null & Void"	

21	**Guarantee / Warranty:** Confirm that the GOODS shall be guaranteed against defective materials/workmanship, etc. for a period of 24 months from the last Shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warranty conditions of Bid Document.	
22	**Contract-cum-Performance BG:** Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of Delivery Order Value shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty or Defect Liability period, as applicable as per terms of Bid Document.	
23	**Inspection (Article – 13 of GCC):** a) Confirm acceptance of the inspection requirement as per Bid Document. b) As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner.	
24	**Part order:** Confirm acceptance to PART ORDER. In case of part ordering any value of part ordering, charges if quoted lumpsum and/or applicable to more than one item, shall be prorated on value basis.	
25	**Quantity Variation:** 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.	
26	**Advance Payment:** Please note that No Advance payment shall be made by Purchaser / Owner	
27	**MISCELLANEOUS:** a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. b) Confirm that all documents, as per Article -10 of ITB 'Documents comprising after by Bidder', have been enclosed.	

	c) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
28	**Declaration by Bidder:** a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Deviation' format. b) Confirmed that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner. c) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director. d) Confirm that you have not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s). If you have been banned or delisted, then this fact must be clearly stated. e) Confirm that bidder is not under litigation including arbitration for 20 years. i) If the answer is No, then confirm that complete details of litigation and/or arbitration have been furnished in the offer.	

Bidder Signature:
Name:
Designation & Stamp:

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VOLUME II OF II

C O N T E N T

Sl. No.	**Description**
SECTION - V	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION - VI	MATERIAL REQUISITION & TECHNICAL SPECIFICATION
SECTION - VII	UNPRICE SCHEDULE OF RATES

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

C O N T E N T

1.0 SCOPE OF SUPPLY

2.0 QUALITY ASSURANCE / QUALITY CONTROL

3.0 QUANTITY VARIATION

4.0 DISPATCH INSTRUCTIONS

5.0 INSPECTION

6.0 REJECTION

7.0 DELIVERY SCHEDULE

8.0 TERMS OF PAYMENTS

9.0 PRICE REDUCTION SCHEDULE

10.0 REPEAT ORDER

11.0 CONTRACT PERIOD

12.0 GENERAL INFORMATION – CONSIGNEE ADDRESS, PAYING AUTHORITY, ETC.

SECTION - V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. SCOPE OF SUPPLY:

The scope of supply shall be as given in Material Requisition and Technical Specifications (Section-VI of Volume II).

2. QUALITY ASSURANCE / QUALITY CONTROL:

2.1 The supplier shall prepare a detailed Quality Assurance Plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

2.2 The supplier shall establish documents and maintain an effective quality assurance system outlined in recognized code.

2.3 The Purchaser, while agreeing to a Quality Assurance Plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop / site as deemed necessary for quality assurance.

3. QUANTITY VARIATION:

The tendered quantity may vary depending upon the project requirement. MNGL reserves the right to decrease/increase the quantity of any SOR item subject to the overall ceiling of contract value depending upon its requirement.

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

4. DISPATCH INSTRUCTIONS:

4.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

4.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the Vessel / Trailers description and weight of the material and shipping marks etc. to be submitted along with the documents.

5. INSPECTION:

M/s. MNGL (India) Ltd. (MNGL) reserves the right to engage its own personnel and or MNGL's inspection agency. All the charges towards all kinds of tests shall be included in the quoted rates. No additional payment to this effect will be made. The charges towards MNGL's Inspection Agency, if engaged, shall be borne by MNGL.

6. REJECTION:

6.1 Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition / Order, shall be liable for immediate rejection.

6.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

7. TIME SCHEDULE:

7.1 SUPPLY SCHEDULE:

Delivery order shall be released by MNGL in quantities required as per our target and plan. The bidder should agree to supply the quantity mentioned in the delivery order as per the time schedule as under:

Sl. No.	Item Description	Completion Schedule
1	Design, Engineering, Factory Testing, Supply (FOT Site basis), including packaging, forwarding, Insurance, transportation, customs clearance, Loading / Unloading at port as well as MNGL sites / Designated store.	Within 04 (Four) Weeks from the date of written intimation / Delivery Order by MNGL.
2	Site Activity: Installation and commissioning at the site for the above.	Within 03 (Three) days from the date of written intimation from MNGL.

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

Note: Dispatch details shall be provided at the time of dispatch.

7.2 WORK SCHEDULE:

As per Section – VI, i.e. (TECHNICAL SPECIFICATIONS & SCOPE OF WORK).

8. PAYMENT TERMS:

The terms of payment shall be as follows:

90% +10% [As per Section – VI, i.e. (TECHNICAL SPECIFICATIONS & SCOPE OF WORK)], payment shall be made within 45 days from receipt of goods at site along with following dispatch documents.

i) CENVAT invoice in triplicate.
ii) Inspection Release Note by Owner or his appointed or approved agency.
iii) GR / LR.
iv) Packing List.
v) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor, the contractor owning overall responsibility will duly endorse this certificate.
vi) Performance Bank Guarantee(s) of 10% of Delivery Order Value. If already submitted, a copy of the same.
vii) Document related to CENVAT credit to be claimed by Owner, if applicable.
viii) Documents as specified in the Technical Specifications / Material Requisitions, Vol. II of II of the Bid Document.

9. PRICE REDUCTION SCHEDULE & PENALTIES:

FOR SUPPLY:

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

a. Recover from the supplier as certain and agreed, genuine pre-estimate price reduction and not by way of penalty, a sum equivalent to ½% per week or part thereof for each week's delay, prorated for part thereof beyond the scheduled supply date each subject to maximum of 10% of Delivery Order Value, even though the Company may accept delay in supply after the expiry of the scheduled supply date.

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

OR

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

FOR SERVICES:

As per Section – VI, i.e. (TECHNICAL SPECIFICATIONS & SCOPE OF WORK).

10. REPEAT ORDER:

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

11. CONTRACT PERIOD:

As per Section – VI, i.e. (TECHNICAL SPECIFICATIONS & SCOPE OF WORK).

12. GENERAL INFORMATION RELATING TO CONSIGNEE ADDRESS, BANKER'S NAME, PAYING AUTHORITY, INSURANCE AGENT ETC.:

- **Location & Address of project Consignee**:
  M/s. MNGL (India) Ltd.,
  Pride Purple Coronet, 2nd Floor,
  Baner Raod, Baner, Pune – 411045

  Address of Store at Pune:
  M/s. MNGL (India) Ltd.,
  Gate No. 1377A Village Wadki,
  Tal Haveli, Dist. Pune - 412308

  Address of Stores at Nashik:
  M/s. MNGL (India) Ltd.,
  C/o. Parth Warehousing,
  9th Mail, Mumbai Agra Highway,
  At Jaulake, Tal. Dindori,
  Dist. Nashik – 422206

Address of Store at Sindhudurg:
M/s. MNGL (India) Ltd.,
C/o. site at At Post Madhyachiwadi (Raiwadi),
Pat Parule Road, Pinguli,
Tal. Kudal, Dist. Sindhudurg 416520

Address of Stores at Ramanagara:
M/s. MNGL (India) Ltd.,
C/o. LTG-BRV e City,
Kodiyalakarenhalli Village,
Bidadi Hobli, Taluk & Dist. Ramanagara – 562109

Address of Stores at Nanded:
M/s. MNGL (India) Ltd.,
C/o. site at Survey no 123 NH 361
Nanded Latur Road Near Sai Baba Mandir
Dhangharwadi District Nanded - 431606

Address of Stores at Nizamabad:
M/s. MNGL (India) Ltd.,
C/o. site at Survey No. 238/1,
Nizam Sagar Road,
Devanpally, Kamareddy,
Telangana – 503111

- **Name & Address of the Bankers**:
  State Bank of India,
  Industrial Finance Branch,
  Tara Chambers, Pune Mumbai Road,
  Wakdewadi, Shivajinagar, Pune-411003

- **GST Number for Maharashtra: 27AAECM5536G1ZF**
  GST Number for Karnataka: 29AAECM5536G1ZB
  GST Number for Telangana: 36AAECM5536G1ZG

- **Paying Authority**:
  Chief Financial Officer,
  M/s. MNGL (India) Ltd.
  Pride Purple Coronet, 2nd Floor,
  Baner Road, Baner, Pune – 411045

- **Whether Certificate for availing concessional project rate of customs duty will be given:** No

- **Name of Address of insurance agency:**
  To be intimated at the time of placement of PO.
- Mode of Payment: A/C Payee Cheque
- Preferred mode of dispatch:
  Imports: Sea
  Domestic: By Road
- Inspection agency for indigenous and imported items: MNGL / Third party inspection agency appointed by MNGL.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

SECTION – VI

MATERIAL REQUISITION AND TECHNICAL SPECIFICATIONS & SCOPE OF WORK

MATERIAL REQUISITION

Tender No.: **MNGL/CP/2026-27/147**

Project: **CITY GAS DISTRIBUTION PROJECT OF MNGL.**

Items: **Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.**

Sl. No.	Item Description	Unit	Quantity
BOQ No. 1			
1	Replacement of Existing Commercial Diaphragm Meters with Thermal Meters with inbuilt AMR. Supply, installation and commissioning of Thermal Meters at existing Commercial Diaphragm Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
1.1	Smart Gas Meter (Thermal) G-4 with inbuilt AMR, NRV	Nos.	175
2	Supply & commissioning of Thermal Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
2.1	Smart Gas Meter (Thermal) G-4 with inbuilt AMR, NRV	Nos.	350
3	Comprehensive Operation and Maintenance of the entire AMR System for 07 years, including but not limited to the following: Integration with MNGL's SAP/S4HANA, remote diagnostics, network services, data transmission by GSM/GPRS/NBIoT Modem, two-way communication, data hosting and software services, hardware for server, cloud	Per meter per month	44,100

	server services, decommissioning and recommissioning services, battery replacement/change, SIM Card charges, providing manpower for support to I&C customer premises for troubleshooting. Detailed scope of work as mentioned in tender document.		
BOQ No. 2			
1	Replacement of Existing Commercial Diaphragm Meters with Thermal Meters with inbuilt AMR. Supply, installation and commissioning of Thermal Meters at existing Commercial Diaphragm Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
1.1	Smart Gas Meter (Thermal) G-6 with inbuilt AMR, NRV	Nos.	225
2	Supply & commissioning of Thermal Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
2.1	Smart Gas Meter (Thermal) G-6 with inbuilt AMR, NRV	Nos.	300
3	Comprehensive Operation and Maintenance of the entire AMR System for 07 years, including but not limited to the following: Integration with MNGL's SAP/S4HANA, remote diagnostics, network services, data transmission by GSM/GPRS/NBIoT Modem, two-way communication, data hosting and software services, hardware for server, cloud server services, decommissioning and recommissioning services, battery replacement/change, SIM Card charges, providing manpower for support to I&C customer premises for troubleshooting. Detailed scope of work as mentioned in tender document.	Per meter per month	44,100
BOQ No. 3			

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

1	Replacement of Existing Commercial Diaphragm Meters with RPD Meters with EVC & AMR. Supply, installation and commissioning of RPD Meters with EVC & AMR at Existing Commercial Diaphragm Meters across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
1.1	G-10 RPD Meter with NRV, EVC & AMR, 150#	Nos.	275
1.2	G-16 RPD Meter with NRV, EVC & AMR, 150#	Nos.	225
1.3	G-25 RPD Meter with NRV, EVC & AMR, 150#	Nos.	150
1.4	G-40 RPD Meter with NRV, EVC & AMR, 150#	Nos.	50
2	Supply & commissioning of RPD Meters with EVC & inbuilt AMR across all GAs of MNGL. Detailed scope of work as mentioned in tender document.		
2.1	G-10 RPD Meter with NRV, EVC & AMR, 150#	Nos.	300
2.2	G-16 RPD Meter with NRV, EVC & AMR, 150#	Nos.	300
2.3	G-25 RPD Meter with NRV, EVC & AMR, 150#	Nos.	150
2.4	G-40 RPD Meter with NRV, EVC & AMR, 150#	Nos.	100
3	Comprehensive Operation and Maintenance of the entire AMR System for 07 years, including but not limited to the following: Integration with MNGL's SAP/S4HANA, remote diagnostics, network services, data transmission by GSM/GPRS/NBIoT Modem, two-way communication, data hosting and software services, hardware for server, cloud server services, decommissioning and recommissioning services, battery replacement/change, SIM Card charges, providing manpower for support to I&C customer premises for troubleshooting. Detailed scope of work as mentioned in tender document.	Per meter per month	1,30,200

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Note: The quantities given above are subject to change.

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TECHNICAL SPECIFICATIONS & SCOPE OF WORK

1.0 SCOPE

1. The scope of work shall cover design, manufacturing, inspection, testing, supply, installation, packing & shipment and transportation for the Thermal mass flow meter and RPD with EVC Gas Meter with AMR (including type of battery and proposed communication – GSM / GPRS / NB-IoT / LoRa) for the Commercial & Industrial segment as per technical requirements/specifications, along with comprehensive operation & maintenance for 07 years after commissioning of meters for City Gas Distribution Project of MNGL.

2.0 REFERENCES

Unless otherwise specified, the latest editions of the standards mentioned herein including all addenda and revisions, shall apply.

Codes & Standards:

EN 12480 (RPD Gas Meter), EN 17526(Thermal Mass flow Gas meter), PNGRB Technical Standards & specifications including Safety standards for City or Local Natural Gas Distribution Networks (also known as T4S), OIML R137, ATEX, AGA Report No.8, ISO 27001, EN12405-1 + A1, IEC 60529 (IP65 or above), IEC 60079, ASME B16.5

3.0 TECHNICAL SPECIFICATION

3.1 Thermal Mass Flow Meter:

Smart Gas Meters (Prepaid with integral shut off valve) of type G4 & G6, having range ability of 1:150 or better, for usage for metering of natural gas at commercial and industrial customers and maximum operating pressure of up to 500 mbar.

The meter shall have integrated electronic unit. Electronic unit shall be powered by a long-life lithium battery which also maintains the unit's internal clock. The enclosure shall have an ingress rating of minimum IP-65. The EU shall house the processor and the battery. The integrated electronic unit (EU) shall:

- Compute the volume of gas passed through gas meter, process and store the information in its memory.
- Shall carry out all accounting and billing activities for gas consumption.
- Shall detect and record tamper events/faults.
- Shall monitor battery for detection of battery low condition.

Display:

Gas Meter shall have a backlit, monochrome LCD/Dot matrix for displaying metering data, alerts and other relevant information. Guided display should be there for smooth installation of smart meter. The meter shall be battery powered and therefore the display is enabled only on demand (key press). The meter display shall return to 'sleep mode' if there is no user interaction for a certain period.

Safety Alarms/Event Detection:

The meter shall have safety alarms and event alerts features including battery cover open, excess flow, reverse flow, low/high pressure, meter cover open/unauthorized access, low battery, low/no credit, battery replacement, valve status etc.

Integral Valve:

The meter shall have an integral supply shut-off valve between the inlet and outlet mounted

inside the metal meter enclosure. The valve shall be capable for an operational life of at least 2000 cycles (i.e. 2000 On and 2000 Off operations). Necessary data sheet to be provided by manufacturer. Valve should remotely/locally shut or open based on the configuration for gas consumption. Valve shall be open for sufficient balance available and must close below a specified balance automatically. Opening of valve must be manually only. Power to internal valve shall be through the battery of integrated AMR/MIU.

3.2 RPD Meter with EVC & AMR:

RPD meter shall have an accuracy of +/- 2 % in Qmin to 0.1 Qmax and +/-1 % in 0.1Qmax to Qmax. Rangeability shall be 1:50 or better.

Meter shall be provided with non-return valve (NRV) and restriction orifice (RO) in order to prevent reverse rotation and meter over run. Pressure drop across NRV, RO and meter shall be calculated by Vendor. Over flow protection shall be 20% of maximum flow.

RPD meter shall be provided with Automatic Meter Reading (AMR) and either integral or external Electronic Volume Corrector (EVC).

The meter index counter shall be of non-rotatable / fixed type. The index shall be securely glued in such a manner that any attempt to rotate the meter index shall result in visible and irreversible damage to the counter. The RPD meter index counter shall not be removable or dismantled from outside without removing the index cover. Any attempt to remove or tamper with the meter index shall result in clearly visible damage, indicating tampering.

Non Return Valve and Restriction Orifice:

Non return valve (NRV) shall be swing type check valve and shall be provided downstream of RPD meter in order to prevent meter reverse rotation. Check valve shall be suitable for natural gas application.

Check valve size, pressure rating and end connections shall be in accordance with the meter supplied. Valve accessories such as carbon steel companion flanges and gaskets shall be provided by Vendor.

Maximum allowable pressure drop across the meter along with NRV & other accessories shall be 25 mbar.

Material of construction (MOC) of body, cover and hinge shall be ASTM A216 Gr.WCB or equivalent. MOC of disc, seat and hinge pin shall be Alloy 20/ SS316 and gasket shall be PTFE.

Restriction orifice (RO) shall be provided between meter and NRV in order to prevent meter over run. Material of construction (MOC) of RO shall be SS 316.

3.3 Battery:

The battery shall be fitted in a small compartment inside the meter and shall have an independent cover with cover removal detection and a tamper evident sealing arrangement. Battery life shall be at least 10 years in agreed operational environment. The hardware and firmware in the electronic unit shall be designed to operate with low power consumption to conserve battery life.

The meter shall generate a 'low battery/Battery life remaining' alert when the battery voltage is low and needs replacement. Battery operations shall be prioritized to maintain safety, metrology, data recording, communication, valve operation and there shall be no data loss during the battery replacement event.

3.4 Automatic Meter Reading and Electronic Volume Corrector (EVC):

The AMR system of each meter shall be supplied with integral / external EVC, all available technologies except RF technology to record gas consumption and diagnostics from the meters. The meter reading data collected through AMR system shall be uploaded to Bidder's cloud server.

Electronic Volume Corrector (EVC) with built-in pressure and temperature sensors shall be used to convert measured gas volume from operating conditions to reference pressure and temperature conditions.

Electronic Volume Corrector (EVC) with integral battery, modem and data logging capability shall be provided with gas meter.

Vendor shall supply the EVC installed on the suitable mounting frame / arrangement as per MNGL site requirements. Pressure inputs shall be connected using suitable SS tube fitting and the other end of the tubing will be terminated in a 2-way manifold valve.

Driver software and communication cable is to be submitted with each meter.
Suitable communication protocol adaptor with 2.5 mtr of communication cable, along with driver software to communicate with EVC and Windows (latest) based laptop, shall be supplied with each EVC.

Bidder to ensure compatibility of gas meter, EVC and modem and their performance shall be demonstrated in presence of Client.

Gas meters along with EVC & Modem shall be commissioned in presence of meter supplier service engineer only. Bidder shall ensure his presence at time of commissioning and shall include all cost in their rates.

Bidder will ensure presence of their representative for technical assistance during commissioning of skid and no extra cost will be payable to Bidder.

Bidder shall supply software for remote data monitoring through GSM/GPRS/NB-IoT modem. The software shall be installed in MNGL office / control room and actual performance of software for remote data monitoring shall be carried out by Bidder. All necessary arrangement required to perform software operation shall be done by Bidder at no extra cost.

3.5 SIM Card:

The SIM cards shall be supplied by the Bidder providing service for seven years. Monthly charges of the SIM shall be in the scope of bidder till the completion of period of Data Hosting Services. Meters have provision of SIM card installation and replacement On-site. SIM card procurement, activation, deactivation, maintenance, billing, handling network issues and co-ordination with network providers will be in Bidder scope. The SIM Card purchased can be in the name of Bidders and at a later stage Bidder to confirm name change for SIM card if required by MNGL.

3.6 Protocols:

Meters shall use open, non-proprietary, interoperable protocols and must integrate seamlessly with a multi-vendor HES (for future integration with a common HES). Bidders shall be required to provide complete interface documentation (in MNGL's prescribed format, to be provided to successful bidders after award) enabling unrestricted third-party integration; proprietary protocols without full open specifications will not be accepted and bidder must demonstrate the interoperability with the utility-identified HES.
For Data Hosting details, refer attached "Data Hosting and Service Agreement". Refer EVC data sheet for detail requirements of volume correction.

3.7 Installation, Testing & Commissioning:

The Supplier shall assist during erection, testing and commissioning of gas meters at site. Bidder will ensure presence of their representative for technical assistance during commissioning of meter and no extra cost will be payable to Bidder.

3.8 AMC of complete installed system under this contract (7 years):

1. SOR item for replacement of existing meters- The AMC period will start from last meter commissioning on-site which will be confirmed by MNGL EIC.
   For other SOR items- The AMC period will start from date of commissioning of meter.
2. Maintenance of data hosting services shall be in Bidder scope and will include,
   - Every dat, 95% of data updating automatically to MNGL via server for all meters installed at site.
   - Any balance missing data shall be provided to MNGL by physical readers.
   - Any issues in data pooling when informed by MNGL EIC shall be resolved within 2 days.
   - Any maintenance and upgradation of software or firmware shall be in Bidder scope.
   - Bidder shall maintain management of data for the complete duration of the contract, including scheduled preventive maintenance activity required for the system at the site.
   - All hardware and software with proper license required for completing the job (as defined elsewhere in tender document) and maintain the system, shall be provided by the Bidder for the complete period of contract.
   - Bidder shall submit monthly AMC reports in MNGL given format.
3. The data from all meter must be available at all days irrespective of any holidays. In case the data is not available on system, bidder must ensure data availability for MNGL billing on the same date.
4. All requisite updates /software/ licenses/ device settings & its renewal is in the scope of Bidder. In case there is a requirement of Battery change over or batteries showing power status less than 20% (within the contract duration) shall be replaced by the Bidder.
5. Vender shall perform a network site survey to ensure proper data communication from all meter to MNGL via server.
6. All logistics required to complete the job i.e. boarding/ lodging/ transportation etc. of material/ representative is in the scope of Bidder. Transportation to all the location for installation and maintenance of meters will be in Bidder scope.
7. All tool & tackles including, PPE, ladder, scaffolding, structural steel or consumable like cable glands, cable ties, lugs, ferule, tag plate etc. which are not listed, but required for carrying out the work in uninterrupted manner, shall be in Bidder scope.
8. Any replacement or reinstallation of meters will be in bidder scope.
9. SPARES AND ACCESSORIES
   The following accessories/documents shall be provided along with the meters:
   1. Restriction Orifice - 1 Nos.
   2. Non Return Valve (NRV) - 1 Nos.
   3. Strainer/ Filter - 1 Nos.
   4. Lubricating Oil (500 ml)- 1 Nos. along with each RPD Meters
   5. Communication Cable (2.5 Meter) – 1 Nos.
   6. Companion Flange- 1 set (2 Nos.) along with each RPD Meters
   7. Gasket, Bolts, Nut, Studs, Washer etc.- Sufficient quantity for complete installation
   8. EVC Mounting Plate with accessories – 1 Nos. (if required)
   9. Adopters- 1 set (2 Nos.) along with the Smart Meters
   10. Calibration Certificate
   11. Product Information (Installation and Operation Manual)

All items supplied shall be packaged separately and clearly marked as "Spare and Accessories" and shipped with the equipment. The items listed above represent the minimum required spares, accessories, and documents to be supplied along with the meters. In addition to these, any other accessories, components, or documents necessary for the complete installation, operation, commissioning, and proper functioning of the meters shall also be provided by the supplier. Bidders must provide support in supplying the spares / service-support for next 10 years from the date of commissioning of the meter system.

10. Bidder representative must attend & rectify complaint within 3 working days of lodging of complaint (through telephone/email).
11. In case bidder failed to rectify the problem within 3 working days, penalty of Rs. 200 / day / site will be applicable subject to maximum of 5% of contract value

3.9 INSPECTION:

Inspection shall be carried out as per approved MNGL Technical Specification & Inspection Plan. MNGL representative and / or Third-Party Inspection agency appointed by MNGL shall carry out stage wise inspection during manufacturing / final inspection at the works of the manufacturer of the gas meters.

In addition to inspection carried out by TPIA, MNGL reserves the rights to select samples at random from each manufacturing batch & have these independently inspected & tested. If the results of this inspection fall outside the limits specified in MNGL Technical Specification and applicable standards, entire production supplied from the batch is liable to be rejected.

4. 0 Guarantee / Warranty:

Vendor shall guarantee that the complete scope of supply shall be safely and reliably meet all of the requirements of this Company Specification.

Vendor shall provide warranty support for a period of 24 months from the date of supply or 36 months from the date of manufacturing, whichever is later. The cost of correction / replacement of any warranty items shall be borne (Including To & Fro transportation charges of meter) by the Vendor.

During Guarantee/Warranty period vendor/trader/manufacturer shall be liable to repair the damaged meter within 15 days of the date of intimation by MNGL.

The job specifications / data sheets shall be referred for any specific warranty/guarantee.

Penalty during Warranty/Guarantee shall be as per the following Clauses:
Vendor must rectify the defective material, faulty material within the prescribed time after fault/defect occurrence intimation and failing to get fault/defect rectified shall be attract a penalty as the following:
After 15 days from lodge of complaint by Client to vendor – 1% of the cost (INR) of the item Per week thereafter and maximum upto per unit rate of particular item.

5.0 TRAINING:

Vendor shall provide the training courses (Meter/Data Web hosting) as and when required to client/Client staffs, after delivery of material for the minimum at client designated place and the space arrangement shall be in client scope. In case the client permits, training shall be done through the Video conference tool i.e., Microsoft Teams etc. In training sessions, vendor shall cover the following minimum topics.
1. Functional Operation
2. Design and Installation Requirements

3. Maintenance Procedure and Plan
4. Manual and Catalogues points in details, Physical cross sectional of Meter etc.

Vendor shall provide course materials, manuals, literature, etc. as required for proper training of owner's personnel at his own cost. After the completion of the course, all such materials shall become the property of Client.

Vendor shall provide the complete training program including details of each course, duration, subject matter, etc. The Owner/Engineer reserves their right to suggest any additions/deletion in the program, which shall be incorporated by the vendor at no additional cost.

6.0 Payment Terms:

6.1 For SOR item - Supply of Meters

a) 90% payment against SUPPLY PORTION shall be released after acceptance of material along with receipt of all accessories and test certificates at MNGL stores.

b) The balance 10% of the payment shall be released upon successful completion of the Installation and Commissioning (I&C) of the meters, including confirmation of data availability on the server from the respective sites, duly certified by the MNGL Engineer-in-Charge (EIC).

6.2 For SOR item - Replacement of Existing MNGL Diaphragm Meters

100% of the payment shall be released upon successful completion of the Supply, Installation and Commissioning (SIC) of the meters, including confirmation of data availability on the server from the respective sites, duly certified by the MNGL Engineer-in-Charge (EIC).

6.3 For AMC SOR- Data Hosting Services:

100% of the payment shall be released on a monthly basis, subject to certification by the concerned MNGL Operations & Maintenance (O&M) In-charges.

The bidder shall submit monthly invoices for the data hosting services, accompanied by the following minimum supporting documents:

- Details of all commissioned customers, including GA, BP Number, Customer Name, Meter Number, etc.
- Percentage of meter readings successfully received during the respective month, with meter-wise details.
- Details of portal access credentials/IDs shared with MNGL.
- Any other documents or information as may be required by MNGL for verification and certification of the services rendered.

7.0 Work Schedule:

7.1 For SOR Item – Replacement of Existing MNGL Diaphragm Meters

The entire scope of work, including the Supply, Installation and Commissioning (SIC) of Thermal Mass Flow Meters and RPD Meters along with EVC Systems, in replacement of existing MNGL Diaphragm Meters, shall be completed within **three (3) months from the date of issuance of the Purchase Order (PO) / Letter of Intent (LOI).**

In case the bidder fails to complete the stipulated scope of work within the specified period of three (3) months, a penalty of **INR 500/- per day per site** shall be levied for the delay, subject to a maximum of **5% of the total contract value.**

The **seven (7) years AMC period** shall commence from the date of commissioning of the **last meter** at site, duly confirmed and certified by the MNGL O&M Engineer-in-Charge (EIC).

7.2 For SOR Item – Supply of Meters

The delivery of meters shall be completed within **four (4) weeks from the date of placement of the respective Delivery Order by MNGL.**

The Installation and Commissioning (I&C) of the respective meters shall be completed within **three (3) days from the date of receipt of written communication from MNGL.**

In case the bidder fails to complete the Installation and Commissioning within the stipulated period of three (3) days, a penalty of **INR 200/- per day per site** shall be levied for the delay, subject to a maximum of **5% of the total contract value.**

The **seven (7) years AMC period** shall commence from the date of commissioning of the respective meter at site, duly confirmed and certified by the MNGL Engineer-in-Charge (EIC).

8.0 Extension of AMC Period

MNGL reserves the right to extend the AMC period beyond the initial period of seven (7) years for an additional period of up to three (3) years, at the same rates, terms and conditions as stipulated in the original contract.

9.0 TECHNICAL DATA SHEET

Thermal Mass Flow Meter

General	Service	Natural Gas
	Standard	Approved to EN 17526 standard
	Connection Orientation	Left-side Inlet and Right-side Outlet
	Installation	Suitable for Outdoor / Indoor installations, Tamper Proof and Corrosion Resistant for a period of at least 15 years
Process Condition	Qmax	6 m^3/h (G4), 10 m3/hr (G6)
	Range Ability	1:150 or better
	Measuring Accuracy	± 3% (Q_{min} to 0.1 Q_{max}) ± 1.5% (0.1 Q_{max} to Q_{max})
	Accuracy Class	1.5
	Operating Pressure	Up to maximum of 500 mbar (g)
	Permissible pressure Loss	2 mbar(g)
	Operating Temperature	-10 ^{0}C to 55 ^{0}C
Body	Casing / body	Casing should be of steel alloy suitable coating on inside and outside for corrosion protection of casing
	Arrow (left to right)	Embossed on top of the meter
	Corrosion Protection	All parts of the meter should be corrosion resistance. Suitable surface treatment for anti-corrosion to be provided on both the side of casting casing as per applicable code.
	End connections	1” NPT
	Fire Resistance	As per EN 17526
	Colour	Light neutral Colour, to be approved by MNGL

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

Index	Maximum Index Reading	99999,999 (with auto re-set facility)
	Reading at the time of supply	00000,000 or slightly higher
	Unit of reading	M3 (Cubic Meter)
	Ingress Protection	IP 65 or better, as per EN 60529
Internals	Display	2 lines multi-segment display, Upper line 10 characters Lower line 9 digits Automotive range –30°C to +85°C
	Centre to Centre distance between inlet & outlet connection	110 mm
	Optical port	EN 62056-21
	Battery supply	Dry Lithium cell
	Other Internals	All meter internals shall be non-metallic to prevent from tampering like magnet.
Others	Reverse flow	Each meter shall have in-built device to prevent the registration of reverse flow
	Sealing arrangement	Each meter must be sealed, and any signs of tampering should be evident
	Disconnection Valve	Meters shall be equipped with integral valve for connection and disconnection of gas connection.
	Integration of Electronic Unit	The Electronic unit shall be an integral part of the meters

Datasheet for RPD Gas Meter with NRV, AMR & EVC					
General	1	Meter Type		Rotary Positive Displacement	
	2	Quantity		Refer Table below	
	3	Service		Natural Gas	
	4	Governing Standard		EN 12480:2015 / OIML R137-1&2 (Latest), PNGRB Technical Standards & specifications including Safety standard (T4s).	
	6	Approval		Type approval certificate as per Governing Standard	
	7	Installation	Orientation	Indoor / Outdoor	Horizontal
Process Conditions	8	Flow (Min / Max)		Refer Table below	
	9	Accuracy Class		Class 1	
	10	Accuracy		± 2% (Qmin to 0.1Qmax) and ±1% (0.1Qmax to Qmax)	
	11	Rangeability		Refer Table below	
	12	Cyclic Volume		*	
	13	Max. Operating Pressure		1 to 2 bar	
	14	Design Pressure		1.5 Times Max. Operating Pressure	
	15	Pressure Drop		As per Governing Standard	
	16	Operating Temperature		-10° to 55°C	
Flow Meter	17	Meter Capacity		Refer Table below	
	18	Body Casing		Aluminum body (Note-7)	
	19	Corrosion Protection		Suitable coating on inside and outside of casing	
	20	End Connections		Flanged	
	21	Flange to Flange Distance		Refer Table below	
	22	Ingress Protection		IP-65 or better	
	23	Sensor MOC		MOC as per EN 12480:2015 / OIML R137-2	
	24	Other Internal Parts		All meter internals shall be non – metallic to prevent from tampering like magnet, endurance for 20 years life.	

	25	Back-run Stop	Required to prevent the meter from running backwards in case of tampering or back flow condition.
	28	Max. Index Reading	8 Digit index with auto reset facility (upon reaching to its maximum value, the index should reset to zero)
	29	Unit of Measurement	M3 (Cubic Meter) at standard conditions (Pressure= 101.325 kPa & Temperature= 15 °C)
Meter Reading	31	Volume Correction	Volume correction through External / Internal EVC. Refer EVC data sheet for detail requirements of volume correction.
	32	Cables & Connectors	Vendor shall provide cables (2.5 Meter length) along with cable connectors required between meters & EVC device, if EVC is external part of the meter.
	33	Operating / Design Temperature	-10° to 55°C / 60°C
	34	Ingress Protection	IP-65 or better
	35	Communication between MIU and Remote Server	The meters quoted should be supplied with AMR solution along with any technology module except RF technology for uploading the meter data into cloud server. Geo-tagging accurate up to 5 decimal points to be configured for all the meters.
	36	Input Pulse Characteristic	Refer EVC data sheet for detail requirements
	37	Power Supply	
	38	MIU Memory Capacity	
	39	Protocol	
	40	Transmission / Radiated Power	
Misc.	41	Reverse Flow Restriction/NRV	Required. Meter shall be provided with a device in the outlet to prevent reverse flow.
	42	Over-flow Protection Device	*

S No.	Meter Capacity	Quantity (Nos.)	Size / Rating*	F-F Distance *	Rangeability	Max. Flow (At Actual Conditions)
1	G-10	Refer MR	DN50 / 150#	171 mm	1:100 or better	16 m^3/hr
2	G-16	Refer MR	DN50 / 150#	171 mm	1:100 or better	25 m^3/hr
3	G-25	Refer MR	DN50 / 150#	171 mm	1:100 or better	40 m^3/hr
4	G-40	Refer MR	DN50 / 150#	171 mm	1:100 or better	65 m^3/hr

Notes:

1	Vendor to specify. *
2	Type Approval Certificate and Weights & Measures Certificate along with Model & Make information shall be provided for meters being supplied.
3	Calibration certificate (original + soft copy) shall be provided to client. One copy of the certificate shall be provided within the packing box of each meter.
4	Suitable adaptors or spool pieces shall be provided to meet above specified dimensions. Companion flanges shall be provided at each end.
5	For RPD type meter, the following accessories to be provided: conical filter, NRV, RO, companion flanges and bolts, lubricating oil (500 ml) & gaskets etc. with feeding accessories. Pressure drops across complete meter assembly consisting of meter, NRV, RO and strainer shall be calculated and provided. Over flow protection shall be 120% of max. flow.
6	For meter supplied with external EVC: - EVC input shall be either LF/ HF pulse and additional 1AT (anti tampering); - Pulse generators shall be provided with means of plugging and sealing arrangement against unauthorized interference; - Meters shall be provided with temperature and pressure readings to obtain corrected volume. Meters shall have temperature and pressure tapings on the meter body.
7	Meter casing shall be tamperproof, corrosion resistant suitable for indoor / outdoor installation.
8	Vendor to provide detailed GAD, technical catalogue of meter supplied along with datasheet.
9	Bidder to provided Rangeability as per above table. However, In case of any deviation in the rangeability of G10 & G16 meter only, Vendor should take a prior approval along with the justification (as per governing standards) from MNGL prior to start the manufacturing of the meters.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

DATA SHEET FOR ELECTRONIC VOLUME CORRECTOR			
General	1	Type	Microprocessor based battery operated volume corrector with integral pressure transmitter and temperature sensor suitable for mounting in the field location and applicable for custody transfer
	2	Service	Natural Gas
	3	Site conditions	Temp.: -25 deg C to +55 deg.C, Hot, Humid, tropical, Saline environment
	4	Governing Standard	EN 12405-1+A1 or Latest
	5	Approval	Type Approval Certificate as per Governing Standard, ATEX: device of category 1 approved to be used in hazardous area zone 0, ia IIC T4 classification (zone1, ia e mb IIC T4 classification), Metrology: approval according to EN12405-1 and EN12405-1/A1, MID, CE Marking: compliant with 89/336/ EEC (EMC), 94/9/EC (ATEX) and 2004/22/EC (MID Directive)
	6	Conversion Range	Gauge Pressure: 0.4 bar to 6 bar - Temperature: according to Z formula
	7	Enclosure Protection	IP 65
	8	Quantity	As applicable
	9	Function	To measure actual gas volume, pressure, temperature and compressibility factors of the gas and based on which calculates standard volume of gas. The unit shall be complete in all respects to achieve functionality.
	10	Accuracy	Typical accuracy better than ±0.5% as per governing standard
Electronic Volume Corrector	11	Input	1.EVC input shall be either LF/ HF pulse
	12		2.Temperature signal form RTD measured value PT100 or better. All interconnecting cable shall be screened
	13		3. Pressure sensor shall be directly mounted on the meter and wired to EVC with a range in accordance with max. working pressure and design pressure
	14	Output	1.Correct Flow rate in standard cubic meter per hour (SCMH)
	15		2.Correct Totalized volume (sm3)
	16		3.Temperature
	17		4.Pressure
	18		5.Correction factor
	19		6.Uncorrected flow rate
	20		7.Uncorrected volume
	21	Display	2 line LCD with 16 characters / 1 Line LCD with 8 characters
	22	Power Supply (Note 5)	Lithium battery along with mounting hardware.
	23	Calculations / Corrections	Compressibility : AGA8 (Detail method), NX-18/19 ,S-GERG
	24	Features	Built in diagnostics to detect proper functioning
	25		Data security to password / key-lock. Hardware and software seals required.
	26		Parameters and programmed constants shall be stored in EEPROM / non- volatile memory
	27		Conduit connection of 1/2" NPTF with plugs shall be provided for output.
	28		Alarm output for unit malfunctioning.
	29		EVC can store hourly data for 60 days
	30		Large and configurable database and can store hourly, daily, monthly data with date & time stamp for pressure, temperature and corrected flow and consumption up to 1500 records or better.
	31		Facility for entry and accessing live and stored data through Keypad / Laptop / SCADA system.
	32	Identification	Unique Addressing Facility
	33	Communication Ports	1. RS 232/ 485 serial port for SCADA facility (configurable up to 9600 bps) along with required connector, convertor and cable for USB output.
	34	Software	Suitable communication protocol adaptor with 2.5 mtr of communication cable, along with driver software to communicate with EVC and Windows (latest) based laptop, shall be supplied with each EVC.
	35	Automatic Meter Reading (AMR)	Required, In built AMR with compatible technology for Data transmission
	36	Mounting Accessories	Required
	37	Fittings	1. Pressure sensor : 1/4"NPTM 2. Temperature Sensor : 1/4" NPTM (RTD Diameter Max.6mm)
	38	Cable Entry	1/2" NPTF
	39	Communication Cable	Required, 2.5 mtrs length
Misc.	41	Make	*
	42	Model	*

Notes:	
1	Vendor to specify. *
2	EVC shall be certified for type test from NMI / PTB or equivalent independent international laboratories as per EN standards.
3	The Calibration certificate for RTD, PT and EVC (original + soft copy) shall be provided to MNGL. One copy of the certificate shall be provided within the packing box of each EVC.
4	Vendor shall provide 5 sets of volume corrector documentation including product literature, software / hardware manual, operation manual, maintenance instruction, certificates etc.
5	Battery life shall be not less than 7 years if replaceable if not replaceable battery life shall be 10 years.

6	The communication protocol and message structure details to be used on the RS 232 / 485 serial communication port (for SCADA) shall be supplied after placement of order.

DATA HOSTING AND SERVICE AGREEMENT FOR 07 YEARS

1.0 SCOPE

This document defines the minimum scope for commercial and industrial gas meter reading data hosting in Vendor's cloud server and associated services for 7 years. The document specifies the terms and conditions which Vendor shall adhere to during the entire tenure of contract.

2.0 GENERAL

2.1 DEFINITIONS

Subject to the requirements of the context, the terms (hereafter listed in alphabetical order) used in this specification are given the following meaning:

Agreement	Designates the agreement concluded between the Client and the Vendor, under which the latter undertakes to the former the Goods and/or Services according to the stipulations which are agreed and specified in the form of an order.
Client / Owner	Designates the purchaser of the Goods and/or Services, which are the subject of the Agreement.
Vendor/Supplier	Designates the individual or legal entity with whom the order has been concluded by the Client. The term "Vendor / Supplier" may be used in differently for a Supplier, a Manufacturer, an erection Vendor/Supplier, etc.
Days - Weeks – Months	Specify the number of calendar days, weeks or months and not of working days, weeks or months.
Client's representative	designates the individual or legal entity to which the Client has entrusted various tasks in relation with the carrying out of his project.
Goods and/or Services	Designate, depending on the case, all or part of the drawings or documents, substances, materials, materiel, equipment, structures, plant, tools, machinery, to be studied, designed, manufactured, supplied by the Vendor/Supplier under the agreement, including all the studies, tasks, works and services specified by the order. The terms Goods or Services may by indifferently used one for the other as required by the context.
Project	Designates the aggregate of Goods and/or Services to be provided by one or more Vendor / Supplier.
Asset	Commercial meters with AMR and Regulators
TPIA	Third Party Inspection Agency

3.0 PURPOSE

This document defines the minimum scope for commercial and industrial meter reading data hosting in Vendor's cloud server and associated services for 7 years. The document specifies the terms and conditions which Vendor shall adhere to during the entire tenure of contract.

4.0 BRIEF SCOPE OF SUPPLY / SERVICES

Following are the minimum scope and responsibilities of the Vendor in terms of data hosting and the services required by MNGL:

1. Grid independent battery packs for powering of EVC / Sensor/Modem (battery shall be in bidder's scope for the period of 7 years);
2. Data transmission by GSM/GPRS/NB-IoT modem;
3. Mode of communication should be one way or two way;
4. Data transmission cost includes SIM card and monthly charges;
5. Hardware for server, Server should be OPC compliant. Cloud server is accepted
6. For SOR Item – Replacement of Existing MNGL Diaphragm Meters:
   The entire scope of work, including the Supply, Installation and Commissioning (SIC) of Thermal Mass Flow Meters and RPD Meters along with EVC Systems, in replacement of existing MNGL Diaphragm Meters, shall be completed within three (3) months from the date of issuance of the Purchase Order (PO) / Letter of Intent (LOI).

   The seven (7) years AMC period shall commence from the date of commissioning of the last meter at site, duly confirmed and certified by the MNGL O&M Engineer-in-Charge (EIC).

7. For SOR Item – Supply of Meters:
   The Installation and Commissioning (I&C) of the respective meters shall be completed within three (3) days from the date of receipt of written communication from MNGL.

   The seven (7) years AMC period shall commence from the date of commissioning of the respective meter at site, duly confirmed and certified by the MNGL Engineer-in-Charge (EIC).

8. Bidder shall establish and demonstrate the signal communication between gas meters and Bidder's cloud server to MNGL;
9. Bidder shall be responsible for hosting of meter reading data in Bidder's cloud server for 7 years from the date of FOI; however the payment for data hosting shall be start as mentioned in above clause no. 6 & 7.
10. On billing days i.e., on 1st and 16th of every month, Bidder must ensure 100% availability of meter reading;
11. Maintain hourly logs of gas consumption of each meter i.e., 24 logs per day for each meter and storing of historical data for at least 6 months in Bidder's cloud server;
12. Bidder to provide data analytics access through dash boards to MNGL personnel via secured and encrypted platforms through web services using https protocols;
13. Bidder to provide real time alarms to MNGL in case of any malfunction / tampering to MNGL. The alarm SMS shall be sent to MNGL designated phone number and simultaneously email to MNGL designated email IDs;
14. Update any firmware or software required for proper functioning of the complete system is in Bidder's scope;
15. Attend to Owner's demands regarding report abnormality or absence and provide justification / rectification against any mismatch or issue raised within prescribed time frame;
16. In case of failure of automatic reading collection, reading should be collected manually and submit to MNGL on 1st and 16th of every month;
17. In case, MNGL develops its own HES/MDM system and integrates with meters, the data hosting services may be discontinued by MNGL.
18. Meters shall use open, non-proprietary, interoperable protocols and must integrate seamlessly with a multi-vendor HES (for future integration with a common HES). Bidders shall be required to provide complete interface documentation (in MNGL's prescribed

format, to be provided to successful bidders after award) enabling unrestricted third-party integration; proprietary protocols without fully open specifications will not be accepted and bidder must demonstrate interoperability with the utility-identified HES.

5.0 AMR REQUIRMENTS (IF NOT INBUILT WITH THE EVC)

1. AMR system shall be compliant for applicable Zones as per standards;
2. Equipment type approval from concerned authorities like wireless planning & co-ordination wing WPC/WEEE/ROHS shall be provided;
3. Area classification as per IEC-79, Zone1, Group IIA/B, T3/T4;
4. Site condition: Temperature 0°C to 50°C (Design), hot humid, Tropical saline environment;
5. Enclosure: IP65 or better;
6. Necessary mounting supports shall be supplied by the vendor.

6.0 DETAILED SCOPE OF SERVICES

Following are the detailed scope of services to be provided by the Bidder. Failing to meet these services requirement, Bidder shall be liable to pay penalties as per the clauses specified in the agreement.

1. Commissioning: Bidder shall commission the meters within 3 calendar days post installation intimation of the asset by MNGL. Bidder shall be responsible for providing geo-tagging for the meters installed in the format provided by MNGL. Bidder shall provide a report of the geo-tagged assets within 3 calendar days from the time of installation.
   Bidder shall verify and demonstrate the signal communication between gas meters and the Bidder's cloud server to MNGL. Bidder shall also demonstrate the alarms features considered for the situation as listed below.
2. Re-commissioning: There may be some cases where MNGL need to relocate the gas meters. In such cases
   Bidder to re-commission the meter and update the software / hardware in the system to put the meter in line for gas consumption reading.
3. Data Hosting: Gas consumption reading and other diagnostic / monitoring data shall be uploaded from AMR system though GSM/GPRS/NB-IoT modem to Bidder's cloud server in real time. Bidder shall host the meter reading data in the Bidder's cloud server. Bidder to maintain the record of historical data for at least 6 months.
4. Reading: Bidder to upload the meter reading data every day at 6 AM to MNGL's billing system. Bidder will be penalized in case failing to upload the reading data complete in all respect and on schedule as per penalty clause.
5. Report: Bidder shall provide facility of viewing and extracting reports according to requirement and in the format desired by MNGL through dash boards. Bidder to support MNGL to resolve any issues related in viewing and extracting report and modification of report layout in future as required by MNGL without any cost implication.
6. Addition / Deletion: The system supplied by Bidder shall be suitable to add or delete consumers as and when required by MNGL. The changes required for addition/deletion in software / system shall be done by the Bidder. The modification is to be done seamlessly without disturbing the billing system of MNGL.
7. Cloud Server: The meter reading data shall be collected automatically through GSM/GPRS/NB-IoT module with SIM card installed with each meter supplied by the Bidder and the reading data shall be hosted in Bidder's cloud server.
8. Bidder's server shall be subjected to audit conditions as prevailed in ISO 27001. Bidder shall hire a third party and shall conduct cloud server audit once in each financial year. Intimation of audit shall be conveyed to MNGL to witness the audit. A random audit shall be conducted by MNGL once in each financial year; MNGL shall provide intimation of such a random audit to Bidder in advance. AMR Data Availability: Scan time of necessary values for AMR should

be 1 hour or better.

9. Data should be transmitted to centralised server on once in 24-hour basis.
10. Data transmission between AMR and remote server shall be encrypted to prevent intruder access.
11. Overall data security shall be ensured by Bidder through suitable encryption to prevent intruder access.
12. Number of user ID and password for logging on to server shall be as desired by MNGL.
13. AMR Data Storage Facility: Data security through password and hardware sealing.
14. Parameters and programmed constants shall be stored in memory.
15. The stored data should be retrievable by using laptops / centralized system.
16. System should be capable to store hourly log, daily log and event logs for one year.
17. Software / Firmware: Bidder shall be responsible to upgrade any software / firmware as and when required for optimum performance of the services without any cost to MNGL. Bidder shall take approval from MNGL before performing such activity. Any interface issue arising due to such activity shall be under scope of vendor. The software upgrade shall be seamless and shall not hinder the billing process.

System shall be restored within 24 hrs of software or firmware upgrade.

18. Code of Conduct: Good conduct shall be maintained by Bidder's personnel while having any interface with Customer / Owner. Bidder personnel shall always carry Owner's provided Identification Card and also any Government of India issued ID card (e.g. Adhaar etc.) in support. Owner shall not be liable for any misconduct or mal-practices adventured by Bidder's personnel during any operation.

7.0 DATA ANALYTICS

Bidder shall provide the following features of data analytics to Owner through dashboards.

Number of Concurrent Users of Dashboards	10
Types of Dashboards	1. Management dash board; 2. Marketing dash board; 3. Operational team Dashboard.
Data Analytics on Management Dash Board	1. Hourly consumption; 2. Daily report; 3. Fortnightly report; 4. Monthly report; 5. Same report shall be generated as consolidated reports for all customers.
Data Analytics on Marketing Dash Board	1. Hourly consumption; 2. Daily report; 3. Fortnightly report; 4. Monthly report; 5. Same report shall be generated as consolidated reports for all customers.
Data Analytics on Operation Dash Board	1. Hourly consumption; 2. Daily report; 3. Fortnightly report; 4. Monthly report; 5. Same report shall be generated as consolidated reports for all customers.

Parameters required	Following data are required from all meters: 1. Pressure; 2. Temperature; 3. Uncorrected volume; 4. Corrected volume; 5. Yesterday's corrected volume (6:00AM to 6:00AM); 6. Total corrected volume; 7. Total uncorrected volume 8. Conversion factor; 9. Time/Date.
Reports	1. Hourly, weekly, monthly reports as per MNGL requirement; 2. Daily exception report; 3. Zero consumption report on daily basis; 4. The software shall be capable of generating trends, alarms and graphics; 5. Any updation / modification in reports/formats as per MNGL requirement should be done by vendor without any cost implication.
List of Alarms	1. Any tampering of the gas meters; 2. Reverse or back flow, if applicable; 3. No flow; 4. Zero consumption for 5 consecutive days; 5. Communication failure; 6. Low battery.

8.0 BILLING OF DATA HOSTING SERVICES

100% payment shall be released on monthly basis after certification from concerned MNGL O&M incharge. Bidder shall raise bills on monthly basis for data hosting services and it must include minimum following documents:

- Details of all the commissioned customers (Zone, BP Nos., Customer Name, Meter No. etc.)
- Percentage of Readings received in that particular month (for each meter)
- Details of the access shared (IDs) for portal
- Any other required document

9.0 PENALITIES

If Bidder fails to meet any of the following requirements, MNGL may impose following penalties on the contractor and deduct penalty amount during release of the monthly bills:

- In case of wrong readings / data are hosted by the Vendor (due to non-working / malfunctioning of AMR system) then MNGL is liable to recover any loss of revenue from the Vendor.
- Supplier to ensure 100% reading available on MNGL billing days i.e., 1st and 16th of every month. In case readings of any customer/meter is not available on any of these days (or on both days), a penalty equivalent to the 50% SOR value (monthly data hosting charges) of respective meter shall be levied.
- In case reading of a particular customer/meter is not available for more than 7 days a month, a penalty equivalent to the SOR value (monthly data hosting charges) of each meter shall be levied.
- In case any meter is not commissioned within 3 days of intimation by MNGL projects team or in case the reading is not available for the complete month, a penalty equivalent to the double of SOR value (monthly data hosting charges) of each meter shall be levied in any consecutive billings.
- In case of failure to provide real time alarm through SMS and Email to the O&M team consecutively for two instances in a month, a penalty equivalent to the SOR value (monthly

data hosting charges) of each meter shall be levied.

Note: The penalty levied on the contractor (for the points mentioned above) shall not be more than 20% of the monthly bill value. All penalties are inclusive of all applicable taxes

- If any authorized representative / employee of Supplier is involved in connivance with the consumers / indulged in mal-practice like deliberately forwarded wrong meter reading or is found to be manipulating the reading of customers or is tampering the software or in PNG meter or any MNGL installation, bypassing of meter etc., penalty of INR 10,000 will be levied for each such case along with the criminal case shall be lodged against the Vendor or its representative. The above penalty is over and above the losses to MNGL, which is to be recovered from the concern Vendor and legal action will be taken.
- Readings shall be shared by the vendor in the MNGL prescribed format only and the format shall be shared with the successful parties.

10.0 Customize Reports shall be shared by the vendor in the MNGL prescribed format only and the format shall be shared with the successful parties.

11.0 TRAINING

The Bidder shall be required to hold training sessions at site as well as in MNGL offices during the contract period to facilitate the operation and to provide hands-on training to the dealing staffs, as and when required by MNGL.

The training shall include installation, programming, troubleshooting and analysis of data. The Bidder shall provide requisite information and hard copies of manuals for reference. MNGL will not reimburse any charges for the training.

12.0 MANPOWER

All manpower including engineers, technicians, etc., associated with the project shall be required to wear protective gears such as safety shoes, helmets, goggles, etc.
All manpower deputed at site for installation and commissioning of equipment's shall be covered under statutory government compliances of PF, ESI, accident insurance, death, disability etc.

Bidder shall submit organogram towards the project/O&M team that shall be deputed for installation and commissioning and proposed location of his choice in Pune for his project office.

13.0 LANGUAGE & APPLICABLE LAW

The agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern. The Contract shall be governed and interpreted in accordance with laws of India and Courts at Pune shall have exclusive jurisdiction.

MNGL (INDIA) LIMITED	**Tender for supply, installation, commissioning, operation and maintenance for a period of 07 (Seven) years for Thermal Meters (up to G-6) and RPD Meters with EVC (G-10 and above) with the complete AMR solution for existing & future commercial connections across all GAs of MNGL.** **Bid Doc. No. MNGL/CP/2026-27/147**

SECTION-VII

UNPRISED SCHEDULE OF RATES

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

Sl. No.	Item Description	Quoted / Not quoted
1	BOQ No. 1	
2	BOQ No. 2	
3	BOQ No. 3	

Note:

1. Evaluation shall be done on BOQ-wise least-cost basis to the Purchaser & order(s) shall be placed on L-1 bidder for each BOQ separately.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.
3. Bidder shall note that any error in estimating these taxes & duties will be to Bidder's Account.

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

Seal & Signature of Bidder