



MAHARASHTRA NATURAL GAS LIMITED (MNGL)


(A JOINT VENTURE OF GAIL (India) Limited & BPCL)

CNG & CITY GAS DISTRIBUTION FOR MNGL

**TENDER DOCUMENT FOR ANNUAL RATE CONTRACT
FOR PROCUREMENT OF 22 KW ELECTRIC MOTOR
DRIVEN 250 SCM³/H CAPACITY HYDRAULIC BOOSTER
COMPRESSOR FOR CNG & CGD NETWORK OF MNGL
FOR PUNE, NASHIK, NANDED & NIZAMABAD GA.**

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


Bid Document No.: MNGL/CP/2022-23/183

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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SECTION I

INVITATION FOR BIDS (IFB)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNG for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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**OPEN DOMESTIC COMPETITIVE BID
(THROUGH E-TENDERING MODE)**

**NOTICE FOR INVITATION OF BIDS (IFB)
FOR**

**ANNUAL RATE CONTRACT FOR PROCUREMENT OF 22 KW ELECTRIC MOTOR
DRIVEN 250 SCMH CAPACITY HYDRAULIC BOOSTER COMPRESSOR FOR CNG &
CGD NETWORK OF MNGL FOR PUNE, NASHIK, NANDED & NIZAMABAD GA**

1.0 INTRODUCTION

Maharashtra Natural Gas Limited (MNGL) is a joint venture company of M/s. GAIL (India) Limited and M/s. Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to supply natural gas to domestic, commercial, and industrial sectors including setting up of CNG filling stations to cater to the automobile sector for vehicle in Pune, Nashik – Dhule, Sindhudurg, Nanded in Maharashtra, Nizamabad in Hyderabad and Ramanagara in Karnataka.

2.0 BRIEF DESCRIPTION OF PROJECT

2.1.1 The intent of this this tender is to outline minimum requirement for Design, Engineering, Manufacturing, Assembly, Testing, Supply, Erection, Testing at site, Commissioning, Maintenance & performance run test of “250 SCMH ELECTRIC MOTOR DRIVEN (22 KW) HYDRAULIC BOOSTER COMPRESSORS PACKAGES” comprising of Hydraulic units, variable suction pressure, Fully Automatic & Lubricated Gas compressor Units, cooler, Priority Panel, Instrumentation and Controls, Instrument air/gas piping for whole package (if required), Electrical including local panel as per technical specification of tender.


3.0 BRIEF SCOPE

3.1 SUPPLY PORTION

Scope includes Design, Engineering, Manufacture, assembly, testing at manufacturer's works, erection, commissioning, field trial runs, Equipment performance test along with associated electrical, instrumentation etc. as per bid document under 1-year contract, as mentioned below:

Item Description	GA	Qty. (No.)
22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor	Pune	02
	Nashik	01
	Nanded	40
	Nizamabad	45
TOTAL QTY.		88

3.1.1 Capacity as per the specifications and other details given in Volume II of II of respective part, including Supply of Erection and Commissioning spares as required.

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3.1.2 The Booster Compressors are to be dispatched in lots as defined in clause no. 5 below.

3.1.3 Installation, testing, commissioning and Performance Acceptance Test of each compressor package after intimation from MNGL.

3.2 OPERATION AND COMPREHENSIVE MAINTENANCE PORTION

3.2.1 Operation Services during Warranty Period & four years after Warranty period.

3.2.2 Comprehensive Maintenance Services during Warranty Period & four years after Warranty period inclusive of consumables and Spares (including services for major overhaul of Engine and Compressor).

3.2.3 Bidder must quote for complete quantity and scope of work i.e. Supply, Installation, Testing, Commissioning, Performance Acceptance Test, Operation & Comprehensive Maintenance. Bid submitted for partial scope of any part shall be rejected.

4.0 TYPE AND DURATION OF CONTRACT

4.1 Rates will be firm and fixed during the contract period.

4.2 Supply of Compressors: The duration of contract shall be One (01) year from the date of issuance of PO/LOA/NOTIFICATION OF AWARD.

4.3 Operation & Comprehensive Maintenance: The duration for comprehensive maintenance shall be five (05) years (1 year during warranty and 04 years post warranty).

5.0 SCHEDULE FOR SUPPLY OF STORES / WORKS

Delivery of compressors shall be in lots. All Compressors shall be supplied & commissioned as per schedule given below.


5.1 Supply:

Schedule for Supply:

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 following:

Delivery basis to be on FOT store / site basis.

Sl. No.	Item Description	Completion Period
I	Design, Engineering, Testing, Supply (FOT Site basis) Including packaging forwarding, transportation, Custom clearance etc.	3 (Three) Months from date of written intimation / Delivery Order by MNGL

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5.2 Service Portion

Sr. No.	Description	Quantity	Completion Period
1	Erection, Testing & Commissioning of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor at site	88 Nos.	Within 10 days from the date of intimation by MNGL for each compressor package

5.3 After commissioning of compressor package, Performance Acceptance Test will be carried out as per terms and conditions.

5.4 For applicability of PRS calculation, date of Lorry Receipt (LR) shall be considered as date of delivery.

6.0 BID VALIDITY

6.1 Bid should be valid for 4 (Four) Months from the last date of bid submission.


7.0 BIDDING PROCEDURE

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

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

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


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

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8.0 DETAILS OF BID DOCUMENTS

Tender document number	MNGL/CP/2022-23/183 dated 16.01.2023
ITEM(S)	Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Sr. No. 5 above
EARNEST MONEY/ BIDSECURITY	<p>Rs.2,00,000/- in the form of Demand Draft/BG to be in favor of "Maharashtra Natural Gas Ltd." payable at Pune.</p> <p>Account Details for NEFT / RTGS for EMD: Name of the Beneficiary: M/s Maharashtra Natural Gas Limited Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966</p>
BID SECURITY VALIDITY	6(SIX) months from bid due date
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4(four) months from the bid due date
Pre-bid meeting date and time	23.01.2023, 11:00 Hrs.
Bid submission due date and time	06.02.2023 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	07.02.2023 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Chief Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1157 Email: gasaid@mngl.in / manan.gupta@mngl.in

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

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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.

DOWNLOADING OF TENDER DOCUMENT

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

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

9.0 BID SECURITY

Bid Security/EMD is applicable. Same shall be submitted as per clause no. 18 of ITB.

10.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting.


Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date at following e-mails:
gasaid@mngl.in, manan.gupta@mngl.in

Note: Tender no. & subject should be in 'subject' of the e-mails sent.

The pre bid meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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


Advisories for the bidders attending the pre-bid meeting:

- (1) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting will be invited to join as guests through the link shared in mail.
- (2) All bidders/participants mandatorily have to pin MNGL screen on their computer screens during the pre-bid meeting.
- (3) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (4) Time slot shall be allotted to each bidder to ask his queries.
- (5) Recording of the pre-bid meeting by the bidders is strictly prohibited. Subsequent to pre-bid meeting, corrigendum shall be issued by the purchaser regarding clarifications or queries raised during meeting.

11.0 BID EVALUATION CRITERIA (BEC)

TECHNICAL CRITERIA:

- A.1 The bidder must be a manufacturer/ packager and supplier of Electric Motor Driven Hydraulic Booster Compressors.
- A.2 The Model of Booster compressors offered by bidder for supply under this tender, must have valid PESO certificate.
- A.3 The bidder shall have the single point responsibility for manufacturing/ packaging, supplying, installing, commissioning, operation, and maintenance of Electric Motor Driven Hydraulic Booster Compressor Package.
- A.4 The bidder in the preceding seven years reckoned from the bid due date of tender, should have manufactured & supplied at least 22 Nos. of electric motor driven CNG compressor packages - variable suction of min. 250 SCMH at 60 Kg/cm² or higher capacity with minimum discharge pressure in range of 200-250 Bar in single/ multiple purchase orders.

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- A.5 One of the above compressor packages of min. 250 SCMh at 60 Kg/cm² or higher capacity with minimum discharge pressure in range of 200-250 Bar supplied by bidder, should have completed operation for minimum 4000 running hours till the bid due date of tender.
- A.6 The bidder in the preceding seven years reckoned from the bid due date of tender, directly or through their authorized agencies, should have provided Operation & Maintenance services for at least 2 nos. of Electric Motor Driven CNG Compressor Packages - variable suction of min. 250 SCMh at 60 Kg/cm² or higher capacity for a period of not less than six months.

To meet the technical qualification criteria as stated above, bidder shall provide documentary evidences viz. detailed Purchase Order copies, approved technical data sheet & inspection certificate / release note from client/ consultant, Tax invoices from Client, performance certificate and any other relevant documents in support of his claim. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

B FINANCIAL CRITERIA:

B.1 Turnover

The bidder should have achieved a minimum annual turnover of Rs.2150 Lakhs in any one of the last 3 (three) audited financial years i.e. **2019-20, 2020-21 and 2021-22.**

B.2 Net worth

Net worth must be positive as per last audited financial statement i.e. for the year 2021-22.


B.3 Working Capital

The bidder should have a minimum working capital of Rs.430 Lakhs as per latest audited financial statement i.e. for the year 2021-22.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of previous year and meet the current working capital requirement.

Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e., 2019-20, 2020-21 & 2021-22 in support of the above.

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

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12.0 GENERAL

12.1 Purchaser (MNG) reserves the right to increase or decrease the scope of work of bidders before or after award of work

12.2 Purchaser reserves the right to place the order for part quantity.

12.3 Bid document is non-transferable.

12.4 Bids through Hardcopy/ Fax / E-mail shall not be accepted.

12.5 Owner will not be responsible for cost incurred in preparation and submission of bids.


12.6 Owner reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever. MNG also reserves the right to cancel the tender without assigning any reason whatsoever.

12.7 Contact details of owner is given below:

Chief Manager (C&P)
C&P Department,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Telephone: +91 (20) 25611000
Email: gasaid@mngl.in, manan.gupta@mngl.in

13.0 Mandatory Requirement:

- As per Government Guidelines (Department of Public Enterprises vide OM no. dated DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 forwarded department of Expenditure's OM No. F.6/18/2019-PPD dtd. 23.07.2020 and Order (Public Procurement No. 1) Dtd. 23.07.2020, Order (Public Procurement No. 2) Dtd. 23.07.2020, Order (Public Procurement No. 3) Dtd. 24.07.2020 imposing restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 on grounds of Defence of India and National Security for Compliance.
- Accordingly, any bidder which is required to comply with requirements of provisions mentioned above would require registration with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidder to submit Undertaking as per Attachment-I of IFB.

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Attachment 1

UNDERTAKING ON LETTERHEAD

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

Sub:

Tender No:

Dear Sir,

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


(i) Not from such a country []

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

(Bidder to tick appropriate option above)


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

Place: {Signature of Authorised Signatory of Bidder}
Date: Name:
Designation:
Seal:

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SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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A. INTRODUCTION

1.0 SCOPE OF BID

- 1.1 The Purchaser invites bids through e-tendering mode for **Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA** as mentioned in the tender documents.
- 1.2 The bid document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the bidding document.
- 1.5 The successful Bidder (the "Supplier") shall complete delivery of Goods along-with services (if any as per tender) as per Specification, Scope of Supply/Job, Special Conditions of Contract within the period stated in tender/ bid documents.
- 1.6 Throughout the Bid Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

- 2.1 All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.
- 2.2 For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services need not be from the home country of the Bidder.

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2.4 Acceptance of goods in deviation to specified specifications

Normally goods with deviation from requisite specifications will not be accepted. However, in exceptional circumstances, it may be accepted, at sole discretion of MNGL, where the goods are of superior specification.

3.0 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 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.

3.4 The provisions mentioned at clause no. 3.1 herein above shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

4.0 SITE VISIT

4.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.


4.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

5.0 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

6.1 Bid document is non-transferable.

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B. THE BID DOCUMENTS

7.0 CONTENT OF BID DOCUMENTS

7.1 The Goods required, bidding procedures, and contract terms are prescribed in the bid documents. In addition to the Invitation for Bids (IFB), the bid document includes:

- Volume I Commercial Section consisting of:
- Invitation for Bids (IFB)
- Instructions to Bidders (ITB)
- General Conditions of Contracts (GCC)
- Special Conditions of Contracts (SCC)
- Forms and Formats
- Schedule of Rates (SOR)
- Volume II –Material Requisition, Technical Specifications, etc


7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. The Bid Documents together with all its attachment thereto and Corrigendum (if any), shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the bid documents or to submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8.0 CLARIFICATION ON BID DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser 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 two (02) working days before the pre-bid meeting date. Written copies of the Owner's response (including an explanation of the query but not necessarily identifying the source of inquiry) will be hosted on websites enlisted at sl. No. 8 in IFB along with the corrigendum, if required, before the bid due date (not through the minutes of the Pre-Bid Meeting). All such clarifications issued shall deem to form a part and parcel of the Bid documents.

8.2 Any clarification or information required by the Bidder but same not received by the Employer/ PMC by way of above is liable to be considered as "no clarification / information required".

8.3 The Bidder shall submit their queries / clarifications to MNG in the format available in tender.

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9.0 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by issuing addenda and or Corrigendum.
- 9.2 Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on websites enlisted at sl. No. 8 in IFB before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addenda / corrigenda / clarifications to bidder's query hosted on the above websites before submitting the bid.
- 9.3 Bidders are advised to visit e-tendering website from time to time to get updated information / documents.
- 9.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- 9.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.


C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1 The Bid prepared by the bidder, all correspondences and documents relating to the bid exchanged by the bidder and the Owner, shall be written in the English language only. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.
- 10.2 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 along with the bid.
- 10.3 In exceptional cases, the English translation authenticated by Indian High Commission / Consulate may be accepted at sole discretion of MNG.

11.0 DOCUMENTS CONSTITUTING THE BID

- 11.1 The bid prepared by the bidder shall comprise of the following components that are required to be provided/uploaded on E-tendering portal.

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11.1.1 Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the portal as per list appended to this tender document named "DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL".

11.1.2 Techno-commercial information by the bidder in the specified format on the e-tender portal (reference checklist of TECHNO-COMMERCIAL SHEET appended to this tender document)

11.1.3 Price bid SOR as per prescribed format on the e-tender portal. (for reference, format is provided at Section – "Schedule of Rates")

Note:

- i) All pages of the bid offer to be signed and stamped by an authorised representative (as describe in bid document) of the bidder.
- ii) 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.
- iii) **Prices if received in Unpriced Bid shall not be considered for evaluation and bid shall be summarily rejected.**

12.0 BID FORM

The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid "as per clause no. 21 of ITB.


In two part bidding as specified in IFB, Bidder shall furnish bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain price schedule, each such part being furnished on e-tendering website <https://etenders.gov.in> as per instructions for bid submission available in the tender/ e-tendering website.

13.0 BID PRICES

13.1 The Bidder shall indicate in the appropriate Price Schedule the unit prices and total bid price of the goods & services it proposes to supply under the contract.

13.2 Bidder shall indicate the following in the Schedule of Rates,

- i) Basic Unit rate including Packing, Forwarding & transportation charges and all taxes & duties except GST for each quoted SOR line item
- ii) Re-transportation charges for compressors at MNGL stores located in respective location (excluding GST).
- iii) Unit rate for Installation, Erection and Commissioning (excluding GST)

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- iv) Unit Rate for Operation charges (excluding GST)
- v) Unit rate for Comprehensive Maintenance charges (excluding GST)
- vi) GST on above i), ii), iii), iv) & v)
- viii) Bidders to indicate HSN/SAC Code & % of GST applicable in un-priced SOR.

Note:

Anti-profiteering clause: As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier may note the above and quote their prices accordingly.

14.0 PRICE VARIATION

- 14.1 It is an Annual Rate contract. Rates will be firm and fixed during the contract period.

15.0 BID CURRENCY

- 15.1 Bidders shall submit bid in Indian Rupees only.


16.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 16.1 Pursuant to ITB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - that the Bidder meets the qualification criteria stipulated in the Tender.

17.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

- 17.1 Pursuant to ITB, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bid documents of all goods and services which the Bidder proposes to supply under the contract.
- 17.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.
- 17.3 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

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- detailed description of the essential technical and performance characteristics of the goods;
- an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

17.4 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

18.0 BID SECURITY

18.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.

18.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

18.3 Bid security/EMD against e-tender can be submitted either through online e-payment mode or in the form of Bank Guarantee (BG) or Demand Draft (DD) or Banker's cheque (BC) or Letter of Credit from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid (of 4 months).


In case of DD or BC, the same should be in favour of MAHARASHTRA NATURAL GAS LIMITED payable at Pune.

To enable the bidders to utilize online transaction option, Bank details of MNG are specified in SI. No. 8 of IFB above.


Bidder is required to upload the successful Transaction Details along with their e-bid. In case of online transaction, submission of EMD in original is not applicable.

18.4 Non-submission of EMD (in form of BG/ DD/ BC/ Letter of Credit in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.

18.5 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.

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- 18.6 Original Bid Security in the form of BG/ DD/ BC/ Letter of Credit shall be submitted sealed in an envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 18.7 Earnest Money Deposit so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their profile on the e-tender portal.
- 18.8 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security and confirmation of the same (from issuing bank).
- 18.9 The bid security may be forfeited, if:
- The bidder withdraws its bid during the period of bid within its validity; or
 - The bidder revises / modifies their bids suo moto affecting the bid requirement; or
 - The bidder does not accept the LOA/PO/Contract; or
 - Execution of job has not started as per timelines defined in tender document; or
 - It is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process; or
 - The bidder does not accept the correction of errors; or
 - The bidder fails to furnish "Contract Performance Guarantee / Security Deposit", in accordance with tender conditions, upon award.
- 18.10 **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.**
- 18.11 Bidders submitting their EMD in the form of BG/DD/ BC/ Letter of Credit have to upload a scanned copy of the same on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form of BG/DD shall submit the same in physical form within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection. Bidders are required to submit EMD in a separate sealed envelope super scribing the tender number and that it contains EMD.

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Working days shall be arrived after considering Five (5) days working in a week at MNGL's office & any gazetted holiday in Pune.

18.12 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by MNGL. The forfeiture amount will be subject to final decision of MNGL based on other terms and conditions of order/ Contract.

18.13 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

19.0 PERIOD OF VALIDITY OF BIDS

19.1 Bids shall remain valid for 4 (Four) Months after the date of bid submission prescribed by the Purchaser and will reject the bid having shorter validity period as non-responsive.

19.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

20.0 AGENTS IN INDIA

20.1 Deleted

D. SUBMISSION OF BIDS


21.0 INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

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

(ii) During enrolment/ registration, the bidders should provide the correct / true


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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.

SEARCHING FOR TENDER DOCUMENTS

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

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PREPARATION OF BIDS:


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

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

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

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- (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

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portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.


- (xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

22.0 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 22.2 The EMD (if applicable) in physical form must be received by Owner (MNGL) at the address as specified in IFB but not later than the time and date as specified in IFB. The Owner may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 22.3 No bids shall be allowed to be submitted after the due date and time on the E-tender portal, in any case whatsoever. In case the bidder has not clicked the

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Final Submission button till the due date and time, the bid will automatically be rejected by the e-tender portal and such bid will be considered non-submitted.

23.0 LATE BIDS

- 23.1 Bidders have to upload scanned copy of their document towards EMD (Declaration for Bid Security/ EMD (if in the form of BG)/ Exemption certificate, as applicable), on the e-tender portal. During bid opening, any bid uploaded without such document toward EMD shall be summarily rejected.
- 23.2 Bidders submitting EMD in the form of BG/ DD/ BC/ Letter of Credit (if applicable) have to ensure that the same in physical form reaches MNGL's office within 7 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.
- 23.3 Any Bid Security / EMD received by the Purchaser after the deadline for submission of bid may render the bid to be declared "Late" and such bid is liable for rejection; such EMD may be returned unopened to the bidder at the sole discretion of the Purchaser.


24.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

Note:

In case bidder wants to modify its bid, the bidder should not click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again. 'Withdraw' button is only meant for the case when bidder needs to withdraw their participation from a specific tender.

- 24.2 No bid can be modified after the deadline for submission of bid.
- 24.3 No bid shall be allowed to 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. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security (if applicable), pursuant to clause 18 of ITB or other actions as per tender conditions.

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E. OPENING AND EVALUATION OF BIDS

25.0 OPENING OF BIDS BY THE PURCHASER/CONSULTANT


- 25.1 The Purchaser will open all bids on the e-tendering portal in the presence of Bidders' designated representatives who choose to attend, at the time, on the date and place as specified in IFB. The Bidders' representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.
- 25.2 The Bidder's names bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 23.
- 25.3 Bids (and modifications sent pursuant to ITB Clause 24) 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 Owner/ Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 25.4 The Owner/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening, if so required by the Purchaser.

26.0 CLARIFICATION OF BIDS

- 26.1 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.
- 26.2 During evaluation of the bids, the Owner / Consultant may, at its discretion, if required, ask the Bidder for a clarification of its bid. The request for clarification and its response shall be through the e-tendering portal only, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

27.0 PRELIMINARY EXAMINATION

- 27.1 The Purchaser/Consultant will examine the bids to determine whether they are complete and meets the "Bid Evaluation Criteria" of the Bidding Documents, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 27.2 The Purchaser/Consultant may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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27.3 Purchaser reserves the right to not to open the bids of those bidders with whom purchaser experience with regard to performance of any earlier contract/ equipment has been found to be lacking.

27.4 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.

27.5 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

27.6 CONFIDENTIALITY

During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.7 CONTACTING THE EMPLOYER

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


Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28.0 REJECTION CRITERIA

28.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

28.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- (i) Bid security (EMD) i.e. non-submission along with bid offer or bid security (EMD) not complying with the bid requirements, if applicable.
- (ii) Submission of contract performance bank guarantee as per tender.
- (iii) Period of validity of bid.
- (iv) Firm & fixed prices throughout execution of contract.
- (v) Specifications.
- (vi) Delivery/ Completion schedule.
- (vii) Resolution of dispute/ arbitration clause.

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- (viii) Schedule of Rates / Price Schedule in other than prescribed format or with insertion of any condition(s).
- (ix) Price Reduction Schedule.
- (x) Force Majeure.
- (xi) Applicable laws.
- (xii) Scope of work.
- (xiii) Guarantee / Warranty/ Defect Liability Period.
- (xiv) Disclosure of prices in unpriced bid.
- (xv) If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price.
- (xvi) Non-submission of declaration regarding Holiday Listing status.
- (xvii) Quoting Comprehensive Maintenance charges less than or more than, as prescribed in clause no 21 of SCC.
- (xviii) Any modification in SOR and Guaranteed parameters (Annexure I) in the submitted bid offer.
- (xix) If any cell in Guaranteed parameters (Annexure I of Volume II of II) is left blank.
- (xx) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid.

Note: Bidders are advised to submit their bids in strict compliance with the specifications and other stipulations as per tender terms and conditions. Bidders are advised not to stipulate deviations.

29.0 OPENING OF PRICE BID


- 29.1 The Bidders who meet the qualification requirement and whose bids have been 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 of 24 hours. The place, date and time of price bid opening will be informed to all such bidders. The Bidders' authorized representatives who are present shall sign a register evidencing their attendance.
- 29.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

30.0 CONVERSION TO SINGLE CURRENCY

- 30.1 Deleted

31.0 EVALUATION AND COMPARISON OF PRICES

- 31.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive.
- 31.2 Prices shall be evaluated on "overall basis" including GST quoted, to arrive at the lowest evaluated cost (L1) to Purchaser. Bidder must quote against all the items of quoted part(s), failing which bid shall be liable for rejection.

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31.3 The evaluated price of bidders shall include the following:

Sl. No.	22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor
i)	Total value for supply of compressor, air compressor, tools & tackles and string test including Packing, Forwarding & transportation charges
ii)	Total value towards Installation, Erection and Commissioning, performance acceptance test (PAT)
iii)	Total value towards Operation
iv)	Total value towards Comprehensive Maintenance
v)	GST on above (i), (ii), (iii) & (iv)
vi)	Technical loading towards gas loss and gas consumption as defined in tender document.

31.4 Ranking of bidders i.e. L1, L2, L3 & L4 shall be decided based on total evaluated price as defined in Clause no. 31.3 above. The lowest evaluated price for complete SOR shall be considered as L-1 price.

31.5 Further, it is intended to award this job to Three parties at L-1 rate.

In order to do so, the L-2 & L-3 bidder shall be asked to match the item wise rates of L-1 bidder. In case L-2 & L-3 bidder fails to match the item-wise rates of L-1 bidder, opportunity shall be given to L-4, L-5 bidders and so on to match the item wise rates of L-1 bidder and order shall be placed accordingly.

In case of 3 parties, award shall be made in the ratio of 44 Compressors (L1): 26 Compressors (L2): 18 Compressors (L3).


In case of 2 parties, award shall be made in the ratio of 53 Compressors (L1): 35 Compressor (L2).

In case none of the bidder agrees to match L-1 rate, entire quantity shall be awarded to L-1 bidder.

Note: In case of tie in more than one bidder(s), the inter-se ranking shall be done on the basis of highest turnover in any one of the preceding 03 financial years i.e. 2019-20, 2020-21 & 2021-22.

Note to clause no. 31.0:

- Prices if received in Unpriced Bid Envelope / Cover-1 shall not be considered for evaluation and bid shall be summarily rejected.
- Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents; MNGL shall not be responsible for any failure on the part of the bidder to follow the instructions.

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- Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount after submission of bid, such reduction/ discounts shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of supply/ work and the same will be conclusive and binding on the bidder.
- In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- **Tenders not in Prescribed Forms**
If quotations are received from the party in their own format instead of on the prescribed format against the tender, such quotations may not be considered for evaluation.

31.6 **CORRECTION OF ERRORS**


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

Discrepancy between unit price & total price: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

32.0 **CONTACTING THE PURCHASER/ CONSULTANT**

- 32.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.

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- 32.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

33.0 POST-QUALIFICATION

- 33.1 In the absence of pre-qualification, the Purchaser/Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 33.2 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, as well as such other information as the Purchaser/Consultant deems necessary and appropriate.
- 33.3 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.

34.0 AWARD CRITERIA

- 34.1 The Purchaser will award the contract to the successful Bidder(s) 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.
- 34.2 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in the preceding 3 financial years i.e. 2019-20, 2020-21 & 2021-22.


35.0 DELETED

36.0 PURCHASER'S RIGHT TO VARY QUANTITIES

- 36.1 The quantity mentioned in SOR is for obtaining the unit rates and evaluation purpose. The Purchaser reserves the right at the time of contract award or during tenancy of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

37.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 37.1 The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.


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38.0 NOTIFICATION OF AWARD

- 38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by LOA (Letter of Acceptance) or registered letter or by e-mail that its bid has been accepted.
- 38.2 The date of LOA (Letter of Acceptance) for notification of award will be effective date of start of contract.
- 38.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of notification of award and submit the Contract-Cum-Equipment Performance Bank guarantee pursuant to ITB & SCC Clause within period stipulated for the same.
- 38.4 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 38.5 LOA read in conjunction with bid documents shall be binding on Bidder.

39.0 CONTRACT CUM EQUIPMENT PERFORMANCE BANK GUARANTEE

- 39.1 Bidder shall furnish the Contract Cum Equipment Performance Bank Guarantee (CPBG) in accordance with the bid document, in the Format provided in the bid document. The bank guarantee shall be in the same currency as of Letter of award / Contract.
- 39.2 Bidder shall be required to submit Contract-Cum-Equipment Performance Bank Guarantee (CPBG) in the form of Bank Guarantee (BG) or Demand Draft (DD), issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India. In case of foreign bank which is not a scheduled bank in India, a Bank Guarantee issued by such bank shall be required to be counter guaranteed by a scheduled bank incorporated in India and registered with Reserve Bank of India.
- 39.3 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of MNG's Bank Account are mentioned in IFB. While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Notification of award.


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- 39.4 Further, the bidder can submit CPBG on line through issuing bank to MNGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by MNGL.
- 39.5 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by MNGL. The forfeiture amount will be subject to final decision of MNGL based on other terms and conditions of order/ contract.
- 39.6 CPBG / Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG / Security Deposit submitted by the Supplier / Contractor / Service Provider.

Refer SCC for CPBG applicable for this tender.

40.0 CORRUPT OR FRAUDULENT PRACTICES

- 40.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:
- (a) defines for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving 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 Borrower, 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 Borrower 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, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.
- 40.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

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41.0 ELIGIBLE BIDDERS


- 41.1 The bid received from bidders put on holiday / ban by any Government Organization / Public Sector or their joint ventures/ MNGL for any forgery, Corrupt or Fraudulent Practice or unethical behaviour, shall not be considered.
- 41.2 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.
- 41.3 In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to MNGL by the bidder.

It shall be the sole responsibility of the bidder to inform MNGL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per tender conditions.

41.4 Power of Attorney:

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium, if allowed to bid in the tender). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
- a) In case of Proprietorship: by Proprietor
 - b) In case of Partnership: by all Partners or Managing Partner
 - c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium (if allowed to bid in the tender), Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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The Power of Attorney should be valid till award of contract / order to successful bidder.

41.5 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

41.6 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in IFB Section.

42.0 SINGLE POINT RESPONSIBILITY

42.1 The bidder shall submit bid on single point sole/prime bidder responsibility basis. Bidder shall therefore not submit offer on consortium or joint bid basis. Bids submitted by Joint venture/ Consortium shall be summarily rejected.

42.2 The sole (prime) bidder alone (in whose name the bid document has been issued) will have single point responsibility for all contractual purposes and will be over all responsible for complete execution of the contract as per scope, terms & conditions defined in the Bid Document.


42.3 The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor/supplier/sub-contractor.

43.0 MENTIONING OF PAN NO. IN INVOICE/BILL

43.1 As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 Lacs per transaction. MNG's PAN No. is AAECM5536G.


Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

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SECTION III

**GENERAL CONDITIONS OF CONTRACT
(GCC)**


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GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

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

- (a) **‘Agreement’ or ‘Contract’** means the agreement entered into between the Purchaser / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- (b) **‘Completion Schedule’ or ‘Delivery Schedule’** means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
- (c) **‘Contract Documents’** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- (d) **‘Contract Price’** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
- (e) **‘Day’, ‘Month’ or ‘Year’** means calendar day, calendar month or calendar year.
- (f) **‘Engineer In-charge’** means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.
- (g) **‘Effective Date’** means a date on which Supplier’s obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- (h) **‘Goods’** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.
- (i) **‘GCC’** means the General Conditions of the Contract contained in this section.
- (j) **‘Inspector’** means any person or outside Agency nominated by Purchaser / Owner to inspect equipment, stage wise as well as final, before despatch, at Supplier’s works and/or on receipt at Site as per terms of the Agreement.
- (k) **‘Notification of Award’** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Purchase Order (PO) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- (l) **‘Purchaser’ or ‘Owner’** shall mean Maharashtra Natural Gas Ltd. (MNGL), a company incorporated in India having its registered office at Plot No.27, A Block, 1st Floor, PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005, India. The term OWNER includes its successors & assigns.
- (m) **‘Services’ or ‘Ancillary Services’** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.

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- (n) **‘Site’ or ‘Purchaser’s stores’** means the place or places named in tender document.
- (o) **‘SCC’** means the Special Conditions of the Contract forming a part of the Contract Documents.
- (p) **‘Supplier’ or ‘Seller’ or ‘Contractor’ or ‘Vendor’** means the individual person or firm or body corporate supplying the Goods and/or Services under the Agreement.
- (q) **‘FOT’** – means that the Goods or supply items or services shall be delivered and done at site(s) warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

2.0 APPLICATION


- 2.1 These General Conditions of Contract shall apply to the extent that they are not superseded by provisions of the Contract Agreement.

3.0 CONTRACTOR TO INFORM

- 3.1 The Contractor / Supplier / 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 Contractor / Supplier / Seller of his responsibility to fulfil his obligation under the Contract.

4.0 SCOPE OF CONTRACT

- 4.1 Scope of the CONTRACT shall be as defined in the Purchase Order / Contract specifications, drawings and Annexure thereto. For provisions not covered under the Purchase Order / Contract, provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the tender document against which the Purchase Order / Contract has been placed shall prevail.
- 4.2 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.
- 4.3 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.
- 4.4 The Seller shall furnish 2 nos. copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance

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manuals, test certificates, spare parts catalogues for all equipment's to the Purchaser.


- 4.5 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.
- 4.6 All dimensions and weight should be in metric system.
- 4.7 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.
- 4.8 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.
- 4.9 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 / Consultant or its assigns and are subject to recall by Purchaser / Consultant. 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 / Consultant. All such details shall be kept confidential.
- 4.10 Seller shall pack, protect, mark and arrange for despatch of equipment as per instructions given in the Contract.

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 5.1 Notwithstanding the sub-divisions of the contract documents into 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.
- 5.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

6.0 COUNTRY OF ORIGIN

- 6.1 For purpose of this Clause, 'origin' means the place where the Goods were mined, grown, or produced. Goods are produced when, through manufacturing,

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processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.


- 6.2 The origin of Goods and services may be different from the nationality of the Supplier.

7.0 STANDARDS

- 7.1 The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' in country of origin. Such standards shall be the latest issued by the concerned institution.

8.0 CONFIDENTIALITY

- 8.1 The Supplier cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector.
- 8.2 Further, Supplier is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the supplier in the case where these documents have been used without such written consent.
- 8.3 However, these obligations do not apply to documents for which it can be demonstrated that,
- ☐ Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - ☐ Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - ☐ Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 8.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Supplier, the same obligations as the Purchaser in these matters.
- 8.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's obligations under the Agreement.

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- 8.6 The Seller shall not, without the Purchaser's / Consultant'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 as far as may be necessary for purpose of such performance.

9.0 CONTRACT OBLIGATIONS


- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10.0 MODIFICATION IN CONTRACT

- 10.1 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 / Consultant 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.
- 10.2 Purchaser / Consultant 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.

11.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

- 11.1 In case the Contractor's performance is delayed due to any act or omission directly attributable to Owner or his authorized agents, then the Contractor shall

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be given due extension of time for the completion of the Work, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his Work against written request by contractor and after Owner's verification.


- 11.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted, except when contractor is requested by Owner to maintain the agreed time schedule of completion by engaging additional Contractor's personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date / interim targets.

12.0 PATENT RIGHTS

- 12.1 The Supplier shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods.

Therefore, the Supplier shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Goods to the extent needed to avoid any such infringement.

- 12.2 In case of legal action or proceedings for infringement against the Owner, the Supplier undertakes to:
- ☐ Stand up for the Owner in the defence of his rights and interests;
 - ☐ Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
 - ☐ Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests;
 - ☐ Reimburse to the Purchaser, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings;
 - ☐ To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Supplier alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.
- 12.3 In case of legal action or proceedings for infringement brought against the Purchaser, the Supplier has the right to participate in the Owner's defence. Any transaction with the third party in such cases shall be discussed and jointly agreed by the parties, wherever feasible.

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- 12.4 The modifications to be brought to the Goods must have the prior consent of the Purchaser. This consent cannot in any way lessen the obligations of the Supplier that result from the present article, also in cases when new legal action or proceedings are initiated following the modifications that were made.

13.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE

- 13.1 Within 21 days from the receipt of notification of award of the Contract / Purchase Order, the Seller shall furnish Performance Guarantee to the Purchaser in the form of Demand Draft or Bank Guarantee from any Nationalized / Scheduled bank, in the format provided in the Tender Document.

- 13.2 The performance guarantee shall be denominated in the currency of the Contract.

- 13.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance Bank Guarantee (BG) shall be further one month beyond the validity of the BG. 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.


- 13.4 The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the MNGL which may arise during the execution of the contract and a confirmation that contractor has cleared all its dues pertaining to the contract and all liabilities etc., in addition indemnifying MNGL against any future claims, if any.

- 13.5 The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.


14.0 INSPECTIONS AND TESTS

- 14.1 The Supplier will submit to Purchaser the Quality Assurance Plan (QAP) regarding design, manufacture and testing of all the items required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Seller, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or inspect the Goods under manufacturing, beyond which the progress of the specified activity / manufacturing will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)

- 14.2 The Seller will inform Purchaser fifteen (15) Days in advance for readiness of material for all such identified CHP's.

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- 14.3 The Purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and / or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's representative / Inspector shall be to the account of the Supplier. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.
- 14.4 The inspections and tests may be conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), at point of delivery, and / or at the Goods' final destination. If conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided by the Supplier to the inspectors at no charge to the Owner.
- 14.5 Should any inspected or tested Goods fail to conform to the Specifications, the Owner may reject the Goods, and the Supplier shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 14.6 Nothing mentioned in this Inspection and Tests clause shall in any way release the Supplier from any warranty or other obligations under the Agreement.
- 14.7 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 till the rejected materials are finally disposed-off.
- 15.0 ADDITIONAL TEST**
- 15.1 The Purchaser can also request for additional tests which were not identified and specified in the QAP, but considers necessary to ensure the quality of the raw materials or of the manufacturer.
- 15.2 In any case, additional tests shall be designed so as to require a minimum of time. Provided further before starting these additional tests, the Supplier defines

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and justifies, to the Purchaser's satisfaction, the possible effects of the duration of these tests on the contractual time-limits / schedule(s).

- 15.3 The Supplier places at the disposal of the Purchaser, or of the chosen official or approved organization, the tools and/or items of general use, which belong to him as well as the staff necessary for the additional tests decided by the Purchaser.
- 15.4 Should these additional tests reveal unacceptable faults, taking into account the features asked for and the Specifications that entail the repair or rejection of the relevant item or components, the Supplier will be responsible of the ensuing delays, inasmuch as these tests have been made in the shortest possible time. He shall bear, in such case, any costs he has had to incur for the carrying out of the tests.
- 15.5 If, on the other hand, the additional tests do not reveal, in the opinion of the Purchaser, unacceptable faults as indicated above, the cost borne by the supplier for the carrying out of these tests will be invoiced to the Owner, after prior justification, and the Supplier may be entitled to reasonable extension of the time limit.

16.0 PACKING


- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement. The packing shall be sufficient to withstand, without limitation, rough handling during transit and tropical humid conditions as exposure to extreme temperatures, salinity and precipitation during transit, and open storage. Further the size and weights of the packing cases 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.
- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement, including additional requirements, if any, specified in the SCC, and in any subsequent instructions of the Purchaser.

17.0 DISPATCH INSTRUCTIONS

At least fifteen (15) Days before the expected dispatch date, the Supplier shall obtain authorization from the Purchaser / Consultant to go ahead with the dispatching, after ensuring compliance to other requirements of the Agreement.

18.0 DELIVERY AND DOCUMENTS

- 18.1 Delivery of the Goods shall be made by the Supplier in accordance with the Delivery Schedule specified in the Agreement. The details of shipping and/or other documents are to be furnished by the Supplier.

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

18.3 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser / Consultant

18.4 In the event of delay in delivery, Price Reduction Schedule shall apply.

18.5 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.

18.6 The Seller should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

19.0 TRANSPORTATION

19.1 Where the Supplier is required under the Scope of the Contract to transport the Goods to a specified place of destination or to Site, the Supplier shall transport to such place of destination or site, as the case may be, including insurance and storage, if required. The Contract Price will include costs of all such transportation.


19.2 The Supplier shall select such carrier which could deliver the Goods in requisite time. In such case, Supplier shall be required to check (i) Age of the carrier; (ii) scheduled and actual maintenance; (iii) payment of relevant fees; (iv) pending claims, if any; (v) past accident records etc., so as to ensure safe and timely transportation of the Goods.

19.3 In case delay occurs for reasons not attributable to Purchaser alone, the Supplier shall, if directed by Purchaser, adapt a specific way of delivery of Goods (air freight or likewise) at destination, the additional cost which will be borne by the Supplier. If such specific way of delivery is required by Purchaser to pre-pone the deliveries, nevertheless, Supplier will arrange the same and difference of justified transportation charges will also be borne by the Purchaser.

19.4 Supplier has to make necessary arrangement to deliver and load/unload the Goods to MNGL designated sites at his own arrangement after intimation of erection, installation, testing and commissioning by the MNGL Engineer-In-charge.


20.0 GUARANTEE/ WARRANTY

20.1 The Supplier warrants that the Goods supplied under the Agreement are new, unused, of the most recent or current models and that they incorporate all recent

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improvements in design and materials unless provided otherwise in the Contract Documents. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser's specifications and the Supplier has given his disclaimer of warranty obligations with respect to such requirement) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of use / destination.

- 20.2 This warranty shall remain valid for at least twelve (12) months from the date of successful commissioning of individual equipment or Eighteen (18) Months after the date of last shipment whichever is earlier or as specified under the Special Conditions of Contract. However, if warranty period exceeds due to any defect observed in the equipment at site and the time taken in rectification and commissioning, the warranty will stand extended for at least another 12 months from the date of completion of rectification free of cost.
- 20.3 Bidder will assume responsibility for obtaining manufacturer's warranty for all bought out items and maintain sufficient stock of spares at each site to meet urgent requirements.
- 20.4 After the successful completion of Test run, Warranty phase will start and system taking over certificate shall be issued by the Owner.
- 20.5 The Owner shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 20.6 Upon receipt of such notice, the Supplier shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Purchaser, deliver at the appropriate destination. The Supplier may take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months.
- 20.7 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Agreement.

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21.0 LATENT DEFECT

If any latent defect (a defect which could not have manifested itself in the normal course of inspection and testing as per relevant codes, test procedures and contract specifications and normal usage as per industry practice will be referred to as latent defect) surfaces within five years of putting the Goods or parts thereof into operation, the Supplier shall repair or replace such Goods or parts, as the case may be, within technically reasonable period to the satisfaction of the Purchaser and without any additional liability on the Purchaser, whatsoever.


22.0 PAYMENT TERMS

22.1 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 fulfilment of other obligations stipulated in the Contract.

22.2 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.

22.3 General Notes:

- (a) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised 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 Fax of Intent together with Performance Guarantee as applicable.
- (b) 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.
- (c) Payment shall be released within 45 days after receipt of relevant documents complete in all respects.
- (d) 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.
- (e) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- (f) No interest charges for delay in payments, if any, shall be payable by Purchaser.

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- (g) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of tender 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 tender document, shall be passed on to the Purchaser along with invoicing itself.
- (h) 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.

23.0 PRICES AND PRICE BASIS

Prices charged by the Supplier for Goods delivered and Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the tender document. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except as per provisions of the tender document only.

24.0 FALL CLAUSE

- 24.1 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 Department 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.
- 24.2 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 Department 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.
- 24.3 The above stipulation will, however, not apply to:
- Exports by the Contractor / Supplier or
 - Sale of goods as original equipment at prices lower than the prices charged for normal replacement
 - Sale of goods such as drugs which have expiry dates.
- 24.4 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

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"I/We certify that there has been no reduction in sale price of the items / goods / materials of description identical to those supplied to 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 Dept. of Central Govt. or any Dept. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill / during the currency of the order whichever is later, at a price lower than the price charged to MNGL under the order".

Such a certificate shall be obtained, except for quantity of items / goods / materials categories under exceptions mentioned above, of which details shall be furnished by the supplier.

25.0 ASSIGNMENT

The Supplier shall not assign, in whole or in part, any of its obligations to be performed under this Agreement to any third party, except with the Owner's prior written consent.

26.0 SUB-CONTRACTING

26.1 The Supplier shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Supplier's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Supplier from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Supplier's manufacturing or proposed manufacturing unit of authorized Supplier.


26.2 Such purchases and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Supplier of any of his contractual obligations. The Supplier shall be solely responsible for any action, deficiency or negligence of his sub-contractors.

26.3 For any subcontract, the Purchaser is entitled to demand from the Supplier, for approval of the list subcontractors the Supplier intends to involve and of the orders he may entrust to them. The Purchaser may further demand that proposals of competitors be produced for him to examine. Approval by the Owner cannot give rise to any legal bond between the Purchaser and the sub-contractors and leaves full responsibility only to the Supplier.

26.4 In the event where the warranty agreed between the Supplier and his sub-Suppliers exceeds in scope or in period those required under the Agreement, the Supplier undertakes to make the Purchaser the full and direct beneficiary of such warranty.

27.0 TIME SCHEDULE & PROGRESS REPORTING

27.1 Time Schedule Network / Bar Chart

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- (a) 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.
- (b) 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.
- (c) The original issue and subsequent revisions of Seller's time schedule shall be sent to Purchaser.
- (d) The time schedule network / bar chart shall be updated at least every second month.


27.2 Progress Trend Chart / Monthly Report

- (a) Seller shall report monthly to Purchaser, on the progress of the execution of Contract and achievement of targets set out in time bar chart.
- (b) The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- (c) The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with Contract confirmation.

27.3 Purchaser's / Consultant'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.

27.4 Irrespective of such inspection, Seller shall advise Consultant, with copy to Purchaser, at the earliest possible date of any anticipated delay in the progress.

27.5 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 / Consultant 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 / Consultant 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 / Consultant, the Purchaser / Consultant 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 / Consultant shall not be responsible for any loss that the Seller may incur and Seller shall not be entitled to any gain. Purchaser / Consultant shall, in addition, have the right to encash Performance Guarantee in full or part.

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28.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

28.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Delivery Schedule.

28.2 If at any time during performance of the Agreement, the Supplier or its subcontractor(s) encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without levy of Price Reduction Schedule, in which case the extension shall be ratified by the parties by amendment of Agreement.


28.3 Except as provided under GCC Clause – "Force Majeure" or for the reasons solely attributable to the Purchaser, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause (ii) without the application of PRS.

29.0 PRICE REDUCTION SCHEDULE (PRS)

29.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per complete week of delay of the value of the "supply portion for the quantity" OR "the work portion" that is delayed per complete week subject to maximum of 10% (Ten Per Cent) of the total contract value.


29.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

29.3 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. 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.

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30.0 TERMINATION FOR DEFAULT

- 30.1 Except for the cases provided for in Clause "Force Majeure", if the Supplier fails to execute the work or any 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 owner at its option by written notice to the supplier
- (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 Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the Owner, 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 Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.
 - (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 and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.
- 30.2 Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.
- 30.3 The Owner shall also have the right to proceed or take action as per 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 Owner to give any prior notice to the Contractor.
- 30.4 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.

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31.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

31.1 Owner shall, at any time, be entitled to determine and terminate the Contract, in whole or in part for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 30 (Thirty) days' time for such determination including the reason thereof.

31.2 The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to works terminated and upon terms satisfactory to Owner, stop all further sub-contracting or purchasing activity related to the works terminated and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.

32.0 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.

33.0 TERMINATION FOR OWNER'S CONVENIENCE


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

33.2 The Goods that are complete and ready for shipment / dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.

33.3 For the remaining Goods, the Owner may elect:


- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
- (c) To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.

33.4 MNG reserves the right to award the contract for a shorter duration than the specified or foreclose it with adequate advance notice not less than 30 days due to change in its business requirement.

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34.0 FORCE MAJEURE

- 34.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Purchaser and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:
- War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
 - Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
 - Explosions, fires, destruction of machinery, plant and installations of any nature
 - Arbitrary action, if any of the Government of India or a relevant State;
 - Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement, provided such refusal is not the result of the doing of the parties.
 - Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.
- 34.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.
- 34.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.
- 34.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.
- 34.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.


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35.0 SETTLEMENT OF DISPUTES

- 35.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 35.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out an amicable resolution and settlement.
- 35.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 35.4 Maharashtra Natural Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty (30) days from receipt of a nomination by Maharashtra Natural Gas Limited, Maharashtra Natural Gas Limited will have right to choose the Sole Arbitrator.
- 35.5 The Arbitration proceedings shall be held in Pune and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 35.6 It is hereby clarified that the Courts at Pune alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 35.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The WORK under the CONTRACT shall continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

36.0 LIMITATION OF LIABILITY

- 36.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Supplier to pay Price Reduction to the Purchaser and the aggregate liability of the Supplier to the Purchaser, whether under the

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Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

37.0 PUBLICITY AND ADVERTISEMENT

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

38.0 GOVERNING LANGUAGE

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. Printed literature in other language shall only be considered, if it is accompanied by an English translation. In case, any document/brochure etc. Is written in any other language then its English translation shall govern.

39.0 APPLICABLE LAW

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


40.0 NOTICES

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

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


41.0 TAXES, DUTIES AND LEVIES

41.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties 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. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship The Contractor further agrees to comply and to secure 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 Owner harmless from any liability or penalty which may be

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imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner 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.

- 41.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.
- 41.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- 41.4 Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, any other duty on services or any other tax payable and/ or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority. The rate in SOR is inclusive of all the above referred taxes/duties.
- 41.5 Any statutory variation in GST within the contractual period for the SOR items shall be to MNGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only.
- 41.6 Any new taxes & duties, if imposed by the State / Central Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be paid / reimbursed to the contractor on submission of copy of notification(s) issued from State / Central Govt. Authorities along with submission of documentary evidence for proof of payment of such taxes / duties to State / Central Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 41.7 Returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above formalities are fulfilled. Further, MNGL may seek copies of challan and certificate from Chartered Accountant of Supplier / Service Provider for deposit of GST collected from Owner. Any loss or nonavailability of input tax credit by the Owner due to non-compliance of applicable tax laws (including but not limited to GST laws in force or otherwise) or for any reason which is not attributable to MNGL, then MNGL shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and an amount equivalent to any tax liability accruing to the Owner and/or to the extent of any loss accrued to the Owner together with all penalties, costs, liabilities, dues, fees and interest if any, shall be deducted from the payment due to the Vendor or shall be reimbursed by the Vendor, as the case may be, till such default is either rectified or made good by the Vendor and the Owner is satisfied

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that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

41.8 Supplier of Goods / Service Provider providing taxable service shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. GST, if applicable, shall be paid after verifying GST Registration number. Each item's cost and GST as applicable shall be provided in all the invoices along with GST registration no. & HSN/SAC codes for the services provided.

41.9 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. In case GST is not applicable to the vendor at the time of Contract / Order placement, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same shall be borne by vendor.

In case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to MNG.


The base date for the purpose of applying statutory variation shall be the Bid Due Date.

41.10 Claim for payment of GST / Statutory variation, should be raised within two (02) months from the date of issue of 'Government Notification' for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

41.11 Beyond the contract period, in case MNG is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST shall be passed on to the Owner.

41.12 Beyond the contract period, in case MNG is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to MNG's account.

41.13 MNG will prefer to deal with registered supplier of goods / services under GST. All Vendors shall have GST registration in the concerned State from where he intends to supply the goods. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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41.14 In case CBEC (Central Board of Excise and Customs) / any equivalent Central Government agency / State Government agency brings to the notice of MNGL that the Supplier of Goods / Service Provider has not remitted the amount towards GST collected from MNGL to the government exchequer, then MNGL shall have the right to put that Supplier of Goods / Service Provider under Holiday List.

41.15 Bidders are required to strictly consider the following key points while preparing the bid document as the following shall be applicable in all awarded Contracts and Purchase Orders:

- (a) If prior to the placement of award, vendor realizes that the actual applicable rates of taxes are higher than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall do reverse calculation and reduce the "basic unit price" of the product / service accordingly to match the "total price inclusive of taxes" of that product / service.

Whereas, in case the vendor realizes that the actual applicable rates of taxes are lower than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall reduce the "GST rate" of the product / service accordingly without changing the "basic unit price" of that product / service and the invoices shall be raised as per the actual applicable GST.

- (b) The tax rates shall only be changed under statutory variation if there is a change in the GST rates after the due date of bid submission as per government notification in the applicable HSN code which is quoted in the bid only and not in any other HSN Code. The differential tax amount will be paid / recovered depending upon whether the revised rate notified by government has increased /decreased as compared to the existing rates.


42.0 TIME FOR PERFORMANCE

42.1 The effective date of Contract shall be the date of Notification of Award (Fax of Intent) or as mentioned therein. The completion period specified in the Bid Document shall be reckoned from such date of effectiveness.

42.2 Contractor shall furnish bar charts specifying intermediate milestones to achieve the final completion period as per contract. The bar chart agreed shall be for reference purpose only & shall in no way release the contractor's responsibility to complete the work within the completion period.

43.0 TRANSFER OF TITLE

43.1 The title of Ownership in respect of equipment, materials etc. supplied by Contractor for incorporation in permanent works for execution of contract shall pass on to Owner on the date of issue of completion certificate.

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43.2 However, Owner shall have the lien on all such equipment, materials, etc. at any time during the performance of the contract after the date on which Owner releases any advance payment towards the said equipment, materials, etc. and contractor shall thereafter be bound to use the same only for the purpose intended under the contract.

43.3 Ownership of goods supplied by domestic / foreign seller will transfer to purchaser on receipt of Goods at MNGL stores.


44.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE ENTITLED TERMINATION FOR DEFAULT

44.1 In any case in which any of the powers conferred upon the Owner by the clause entitled "Termination for Default" hereof shall have become exercisable and the same had not been exercised, the nonexercised 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 Performance guarantee and the liability of the Contractor for past and future Compensation shall remain unaffected.

44.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, 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 prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his 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 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.

45.0 CHANGE IN CONSTITUTION

The prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the contractor. If prior approval is not obtained, the Contract shall be deemed to have been allotted in contravention of Clause entitled "sub-letting of works" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

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46.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

No Director, or Official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner 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.

47.0 CONTRACTOR TO INDEMNIFY THE OWNER

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


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

48.0 SAFETY REGULATIONS

In respect of all labour, directly or indirectly employed in the Work the Contractor shall at his own expense arrange for all the safety provisions and abide by all labour laws, safety codes, and all fire and statutory regulation and keep owner indemnified in respect thereof.

49.0 OWNER MAY DO PART OF WORK

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract the Owner has the alternative right, instead of assuming charge of entire Work, to place additional labour force, tools, equipment's and materials on such parts of the Work, as the Owner may designate or also engage another Contractor to carry out the Work. In such cases, the Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such Work and materials with fifteen percent (15%) added to cover all Owners charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Owner.

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50.0 POSSESSION PRIOR TO COMPLETION

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 sue 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.


51.0 DEFECTS IN WORK

51.1 DEFECTS PRIOR TO TAKING OVER

If at any time, before the Work is taken over, the Engineer-In-Charge shall:

- (a) Decide that any work 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 fulfil the requirements of Contract (all such matters being hereinafter, called "Defects" in this clause), and
- (b) As soon as notice is given to the Contractor 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 Owner 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 Owner 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 have 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 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 Owner 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 Owner 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, no withstanding 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.

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51.2 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 Contractor 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 Owner 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 Owner.

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 Owner 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.

52.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

52.1 If during the progress of the Work, Owner 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, Owner 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 perform all such works or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the Owner of or affect any rights under the Contract, the Owner may otherwise have in respect of such defects and deficiencies.

52.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Owner 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 Owner for such replacements and the Contract Price portion for such defective plants and repayments of any sum paid by the Owner to the Contractor in respect of such defective plant. Should the Owner 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 Owner under the Contract for such defective plant.


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53.0 DEFENCE OF SUITS:

If any action in court is brought against the Owner or an officer or agent of the Owner, 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 Owner and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

54.0 PACKING, FORWARDING AND SHIPMENT

- 54.1 The Contractor, wherever applicable, shall, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.
- 54.2 The Contractor shall notify Owner of the date of each shipment from his works and expected date of arrival at the Site for the information of Owner.
- 54.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information Owner may require.
- 54.4 Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care and/or 'this side up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.
- 54.5 All delicate surfaces on equipment/materials shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 54.6 Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 54.7 All protrusions shall be suitably protected and openings shall be blocked by wooden covers.
- 54.8 Wherever required, equipment/material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.

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55.0 DEDUCTIONS FROM THE CONTRACT PRICE

All costs, damages or expenses which Owner may have paid or incurred for which under the provisions of the Contract, the Contractor is liable/will be liable, will be deducted from contractors bills or from any moneys due or becoming due to the Contractor.

56.0 COMPLETION CERTIFICATE

Application for Completion Certificate:

56.1 When the Contractor fulfils his obligation under the contract he shall be eligible to apply for Completion Certificate in respect of the Work by submitting the completion documents along with such application for Completion Certificate.

56.2 The Engineer-In-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving an application thereof 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.

56.3 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.


56.4 Issue of Completion Certificate:

56.5 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 neither Completion 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. The Work will not be considered as complete and taken over by the Engineer-In-Charge, until all the Temporary Work, labour and staff colonies etc. Constructed are removed and worksite cleared to the satisfaction of the Engineer-In-Charge.

56.6 If the Contractor shall fail 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 of 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 realised by the sale thereof.

57.0 FINAL DECISION AND FINAL CERTIFICATE

Upon the expiration of the Defect Liability Period and subject to the Engineer-In-Charge being satisfied that the WORK has been duly completed by the Contractor and performed all his obligations under the Contract, the Engineer-In-

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Charge shall (without prejudice to the rights of Owner to retain the provisions of relevant clause thereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the 'Contractor shall be not considered to have fulfilled the whole of his obligations under the Contract until Final Acceptance 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 Owner.

58.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

Except the Final Certificate no other certificates or payment against a certificate or on general account shall be taken to be an admission by Owner of the due performance of the Contract or any part thereof or of occupancy or validity of any claim by the Contractor.

59.0 REPEAT ORDER


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

60.0 INSURANCE

Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner 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 Owner against all risks as detailed herein. The form and the limit of such insurance, as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. 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, testing and commissioning till such time the work is taken over by Owner, 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 Owner 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 Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner 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.

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Statutory clearance, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during Testing & Commissioning, shall be made available by the Owner. 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 Owner may from 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.


61.0 COMPLIANCE OF LAWS

- 61.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 61.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 61.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 61.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional

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Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.

- 61.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 61.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 61.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipment shall be arranged by Owner.
- 61.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.
- 62.0 THE ENGINEER-IN-CHARGE**
- 62.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 62.2 During the currency of this Contract, Owner can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 62.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as

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to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the Owner.

63.0 INDEMNITY

Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

64.0 LABOUR LAWS

- 64.1 No labour below the age of 18 (eighteen) years shall be employed on the Work.
- 64.2 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.
- 64.3 The Contractor shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- 64.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- 64.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.
- 64.6 The Contractor shall employ labour 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.
- 64.7 The Contractor shall furnish to the Engineer-In- Charge 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 thereunder and the amount paid to them.

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- 64.8 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, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 64.9 The engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment 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.
- 64.10 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

Implementation of Apprentices Act, 1961:

- 64.11 The contractor shall comply with the provisions of the Apprentices' act, 1961 and the rules and orders issued thereunder 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.

Contractor to indemnify the employer:

- 64.12 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


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out of or in connection with the matters referred to in clause 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.

- 64.13 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.
- 64.14 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.


Health and sanitary arrangements for workers:

- 64.15 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the employer from time to time for the protection of health and sanitary arrangements for all workers.
- 64.16 The contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

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SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is an ambiguity, conflict and contradiction between SCC and GCC, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 DEFINITIONS

Following clauses of GCC are modified as below:

- 1.1 GCC Clause 1.0.
GCC 1.1 (m) The Purchaser is: Maharashtra Natural Gas Limited, 2nd Floor, Pride Purple Coronet, Baner Road, Baner, Pune – 411045

2.0 INSPECTIONS AND TESTS (GCC Clause 10.0)


In addition to GCC clause no.10, following is added,

Inspection and tests prior to shipment of Goods and at final acceptance shall be as specified in Technical Specifications. However, without prejudice to the provisions of Technical specifications following shall hold good:

- 2.1 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 2.2 The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.
- 2.3 The Purchaser's right to inspect, test and where ever necessary reject the material after the material's arrival in the Purchaser's place shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from the country of origin.
- 2.4 The Purchaser or appointed Third Party Inspection Agency (TPIA) shall carry out the final inspection at supplier's works as per approved ITP. TPIA charges shall be borne by Purchaser. However, successful bidders shall make necessary arrangement for inspection at their own cost.

3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

- 3.1 Deleted

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4.0 PROJECT SCHEDULING AND MONITORING SYSTEM

4.1 General

The Contractor shall attend Management Level Review Meeting once in a month or as and when required with agenda of progress achieved and major hold-ups at Owner's office. Monthly Review Meeting will be held at OWNER'S OR CONTRACTOR'S office with agenda of progress and holds in engineering, procurement and construction programme for next month.

4.2 Expediting, Inspection and Testing

Contractor shall be responsible for all expediting and inspection. Copies of Contractor's expediting and inspection reports shall be forwarded periodically to Owner for information. Contractor shall ensure the Owner's right of inspection in contractor's shop during the manufacturing or fabrication of equipment and other components. Contractor shall inform Owner promptly of any problems encountered in regards to quality or delivery and of steps taken by the Contractor to overcome such problems. Contractor shall furnish schedule of dates for factory tests of all supply items enabling Owner or its authorised representative to witness the tests.

Immediately after award of work, Contractor shall submit the QAP, Inspection and Test plan, in line with contract requirement, for approval. Owner will bear expenses of their representative for visiting any inspection and expediting.

4.3 In no eventuality, any deviation from the above specified mode of inspection will be acceptable and the equipment(s) shall be tested as a package for their faithful performance at the shop floor as per the ordered parameter and in no circumstances shall be allowed to be tested in pieces or stages or at places during the factory inspection by third party Inspection Agency/the Owner/Consultant.


4.4 Dispatch of Supply: In no case, the material shall be dispatched from the supplier's premises unless the inspection done by the third party / consultant on behalf of the owner is duly accepted and acknowledged by the Owner and due "despatch clearance" is issued by the Owner. Owner reserves the right to reject the material if it is not found to be complying to Guaranteed parameters and other technical specifications of the contract.

For obtaining despatch clearance, bidder shall send all documents including IRN to Engineer-in-charge and C&P, MNG.

5.0 RECORDS OF CONTRACT DOCUMENTS

5.1

The Contractor shall keep on each site at least three copies of each and every drawing, specifications and Contract Document in excess of his own requirement and those copies shall be available at all times for use by the Owner's

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Representative and by any other person authorised by the Owner's representative.

6.0 INTELLECTUAL PROPERTY – SECRECY

6.1 Neither the Owner nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.


7.0 STATUTORY APPROVALS

7.1 The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractors on production of documentary evidence.

7.2 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

8.0 WATER AND POWER SUPPLY

8.1 Water and Power supply may be provided during testing & commissioning of compressor by the Owner at Owner's premises, based on the availability of the water and power supply. However, if water and power supply is not available at site, same shall be made available by the vendor at its own cost for commissioning and testing of the package.

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9.0 LABOUR LICENCE

- 9.1 Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 and amendment thereof, if any, and furnish copy of the same to Owner. Licence shall be valid till the validity of contract.

10.0 PROVIDENT FUND

- 10.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.
- 10.2 In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall deduct 16 (Sixteen) % of the payable amount from Contractor's running bill and retain the same as a deposit. Such retained amounts shall be refunded to contractor on production of RPFC challan/receipt for the period covered by the related running bill.

11.0 CO-ORDINATION WITH OTHER AGENCIES


- 11.1 The Contractor's responsibility covers the co-ordination of all the works involved and the expenses of site mobilization and demobilization including clearing activities. The quoted rates for various items are deemed to have appropriately catered for these and no separate claim whatsoever is admissible.
- 11.2 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action/inaction of the contractor. Proper co-ordination with other agencies shall be Contractor's responsibility.

12.0 INCOME TAX

- 12.1 Income Tax along with surcharge of Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's bills as per applicable laws in India and Tax Deduction at Source (TDS) certificate shall be issued.
- 12.2 Any reduction in Taxes and duties at the time of supply shall be passed on to Owner. However, any increase in rate of taxes and duties and imposition of any new levy/ tax at the time of supply after contractual completion period shall be borne by Contractor.

13.0 ADVANCE

- 13.1 No advance shall be paid under the contract.

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14.0 TERMS OF PAYMENTS

14.1 Payment towards Supply (Compressor Package)

Through direct payment within 45 days from date of receipt of invoice.

- i) **90% (Ninety Percent) Payment** shall be released against receipt of materials at site on submission of dispatch documents, manufacturer's certificates, invoice, packing list, insurance policy, guarantee/warranty certificate, inspection release note, Goods Receipt Voucher (GRV) & dispatch clearance issued by the Owner.
- ii) **10% (Ten Percent) Payment** shall be released after successful completion of installation, Testing and Commissioning of each Hydraulic Booster Compressor package at the site and Acceptance thereof by the OWNER and after successful Performance Acceptance Test at site and acceptance by owner for each compressor.

In case Installation, Testing & Commissioning and Performance Acceptance Test could not be executed within 120 days from the date of receipt of compressors at site/ store due to reasons attributable to Purchaser, the 10% payment shall be released.

14.2 Payment towards Transportation charges.

100% payment towards Transportation shall be payable after receipt of material at MNGL site / store.

14.3 Payment against Installation, Testing & Commissioning:

100% payment towards Testing & Commissioning shall be payable within 45 working days (Forty-Five working days) after submission of invoice duly certified by the Engineer-In-Charge.

14.4 Payment against Performance Acceptance Test:


100% payment towards Field Performance Test shall be released within 45 days (Forty-five working days) after submission of invoice duly certified by the Engineer-In-Charge.

14.5 Payment against Operation & Comprehensive Maintenance:

On pro-rata monthly basis, against monthly invoices duly certified by Engineer-in-Charge within 45 (Forty-Five working days) working days from the date of submission of bills to the OWNER.

15.0 DELIVERY AND DOCUMENTS

15.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through fax/mail the documents specified in clause 16

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below. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant.

- 15.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- 15.3 The Bidder to ensure that Purchase order and Letter or Credit No (if applicable) must be appearing in LR/ GR/Bill of Lading/ Airway bill no., Invoices and Packing List. Bidders to also ensure that description of goods in all the despatch documents should be exactly same as per the Purchase Order.
- 15.4 Original Invoices shall be directed to following address for its further processing. The Suppliers shall send duplicate copy along with consignment.

Chief Manager (C&P)
Maharashtra Natural Gas Ltd.
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045

16.0 SHIPMENT

- 16.1 The Bidder shall make shipment only after obtaining despatch clearance from Purchaser. For getting despatch clearance, bidder has to submit inspection release note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser (CM – C & P).

17.0 OPERATION & COMPREHNSIVE MAINTENANCE REQUIREMENT


17.1 Sub-Letting

No part of supply portion of this contract nor any share or interest therein in any manner or extent, will be transferred, assigned, or sub-let, directly or indirectly to any person/firm or organization. However, Operation & Comprehensive Maintenance may be sublet after taking the due approval from MNGL.

17.2 Compliance of Laws

The contractor deploying 20 (twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required.

The contractor (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

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

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

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


The contractor shall arrange for insurance of all this worker engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the contractor and /or security deposit.

17.3 The Engineer- In- Charge Shall Have Power To

- a) Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.
- b) During the concurrency of this contract, OWNER can increase and/or decrease the number of the services / technicians to meet contractual requirements.
- c) Order the contractor to remove or replace any workman whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

17.4 Repatriation and Termination

OWNER shall reserve the right at any time during the concurrency of the contract, to terminate it by giving 30 days' notice to contractor, and upon expiry of

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such notice period the contractor shall vacate the site/office occupied by him immediately.

MNGL reserves the right to cancel / terminate the PO, if the bidder is unable to deliver the material within specified timeline (i.e. Delivery schedule for respective lot + 10 weeks i.e. Maximum allowable period) for the undelivered quantities.

17.5 Indemnity

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA).

17.6 Loading

17.6.1 Loading on quoted prices shall be done as per tender Volume II of II.

17.7 Contractor's Responsibility

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


17.8 Employment Liability of Contractor

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

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Owner's representative.

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

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

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contractor shall ensure regular and effective supervision of the personnel deployed by him.

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.

During the concurrency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor; the contractor shall be liable to pay the compensation to the Owner as may be considered reasonable by the Owner.

18.0 SPECIAL NOTES

18.1 Warranty Period

The warranty shall remain valid for twelve (12) months from the date of successful performance test of compressor package at site. However, if performance test doesn't get carried out, within Ninety days (90 days) or 400 hrs of commercial operation (whichever is earlier), for reasons directly attributable to client/purchaser, then warranty period shall start from the date of completion of 30 days or 400 hours of successful commercial operation subject to issue of certificate by MNGL for the commencement of commercial operation.


OR

Eighteen (18) months from the date of delivery of last compressor of each lot at MNGL store / site, whichever is earlier.

18.2 Operation & Comprehensive Maintenance Period

Bidder shall provide Operation & Comprehensive Maintenance during warranty period. Warranty period shall be as defined in tender document. Further bidder shall provide operation & comprehensive maintenance during warranty period & further 4 (Four) years from the date of end of warranty period. However, maximum duration of contract for operation & comprehensive maintenance during warranty and post warranty period shall be limited to 66 months from the date of receipt of last Compressor of each lot at MNGL store / site.

In case a compressor package is commissioned after six months from the receipt of last package of that lot for any reason attributable to Purchaser, the operation & comprehensive maintenance rates for that particular period (year) will be applicable. First year rates of Operation & Comprehensive maintenance will be valid during the warranty period. Rates for second, third, fourth & fifth year will be valid for each year from the date of expiry of warranty period. The total validity of AMC shall however be limited to 66 months from the date of receipt of last compressor package of each lot at MNGL store / site.

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In case a compressor package is commissioned after six months from the date of receipt of last package of lot for any reason attributable to Purchaser, the operation & comprehensive maintenance rates applicable for that particular period (year) will be applicable.

The comprehensive maintenance period may be extended beyond the above-defined period for another 5 years on sole discretion of MNGL as per tender terms.

- Bidder shall provide preventive maintenance schedule based on running hours/ periodicity of the compressor package.
- Old spares removed during any type of maintenance activity will be submitted to MNGL by vendor. However, vendor will have to take care for disposal of consumables like waste oil, O Rings, Gaskets, Grease, Waste cloth etc. Waste oil collection and disposal in safe manner shall be done by the vendor only.

18.3 **Delivery Terms and Schedule**

As defined in IFB


18.4 **Contract Cum Equipment Performance Bank Guarantee**

Within thirty (30) Days of receipt of the respective Purchase Order, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) as follows:

- A. **For Supply, installation & commissioning and Performance Acceptance Test:** equivalent to 3% of respective Purchase Order value inclusive of all taxes, duties and charges towards supply, packing & forwarding, Transportation, Installation, Commissioning & PAT.
- B. **For Operation and Comprehensive Maintenance Services:** CPBG equivalent to 3% of total Purchase Order value for operation and comprehensive maintenance inclusive of all taxes, duties and charges on yearly basis (annualized i.e. total order value divided by Operation & maintenance period).

If the material supplied by contractor does not meet the guaranteed parameters and other requirement as per technical specification of contract consistently during operation at site, MNGL will revoke the Contract Cum Equipment Bank Guarantee, at its sole discretion.

The CPBG on a non-judicial stamp paper as per the pro forma enclosed of appropriate value in the form of DD or BG from Nationalized/Scheduled bank

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shall be valid for 90 days beyond the expiry of contract period. The claim period of CPBG shall be 01 months beyond the expiry date of BG validity. The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the MNGL which may arise during the execution of the contract and a confirmation that contractor has cleared all its dues pertaining to the contract and all liabilities etc., in addition indemnifying MNGL against any future claims, if any.

The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.

19.0 PRICE REDUCTION SCHEDULE

- 19.1 In case there is delay in delivery of goods / completion of the work/services attributable to the supplier / contractor / service provider, the supplier / contractor / service provider shall pay as compensation for delay and not as penalty in form of price reduction as detailed here under.
- 19.2 If the supplier / contractor / service provider fails to deliver any or all of goods or performance of the work/service within the time period(s) specified in the Order, MNGL shall without prejudice to any other remedy(s) under the Order, reduce the contract value by a sum calculated as mentioned below:


Supply portion: @ ½ % (Half Per Cent) per week of delay or part thereof of the value of item being supplied of which default in delivery has taken place

Installation, Testing and Commissioning and Performance Acceptance Test: @½ % (Half Per Cent) per week of delay or part there of the value of work that has been delayed.

Maximum PRS will be 10% of value of each Purchase Order of Supply, Installation, Testing and Commissioning and Performance Acceptance Test.

The contract value to be considered for application of PRS shall be inclusive of all taxes and duties. Also, a grace period of 15 days shall be provided in lieu of drawing approvals. PMC/ Owner to approve the drawings in 15 days from date of submission. Any delay beyond 15 days will be added to delivery period of the successful bidder.

- 19.3 The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay / breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay / breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable

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compensation without reference to the actual loss or damage which shall have been sustained.

- 19.4 In case of delay in performance / delivery on the part of Contractor, the invoice / document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Contractor, from any amount falling due to the Contractor or by recovery against the Performance Guarantee.

20.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)

- 20.1 Deleted.

21.0 REASONABILITY OF RATES


Since the tender is for long term requirement requiring the successful bidder to operate and maintain the supplied equipment comprehensively over a period of 66 months after receipt of last equipment of each lot at site, bidder is advised to quote reasonable rates for all the line items which are workable and sustainable for execution of the contract. Following points must be considered while submitting the offer,

- 21.1 The requirement under operations is to deploy one semi-skilled person in each shift throughout the year. The bidder to quote rates for operations portion based on their internal working however, should ensure compliance of minimum wage requirement in respective state and all other statutory compliances during tenancy of contract.
- 21.2 Similarly, cost of comprehensive maintenance should also be quoted keeping in view both the factors i.e. manpower requirement for maintenance system and spares required for comprehensive maintenance as per tender.
- 21.3 The quotes towards Annual CAMC and Operations charges are required to be quoted in the price bid format. The individual charges quoted towards Annual CAMC & Operations shall be minimum 6% (Six) of basic supply price of Compressor.

If prices quoted for Annual CAMC & Operations for any year is less than the minimum percentage described as above, then the bid will be rejected.

22.0 PERIOD OF CLAIM ARISING OUT OF CONTRACT

The Supplier/ contractor shall submit to MNG, any claim arising out of the contract or otherwise within a period of 30 days from the date of cause of action of the said claim. The supplier/ contractor shall be deemed to have waived its

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rights to claim the same, if not raised within 30 days of cause of action of said claim. The said claim, if not raised within 30 days, cannot be taken up at any forum by the supplier/ contractor including arbitration. This provision shall be incorporated in the bid documents as terms & conditions of contract.

23.0 INSURANCE

23.1 Transit insurance will be in bidder's scope.

24.0 CORRESPONDING ADDRESS

24.1 Purchaser:

Chief Manager (C&P)
Maharashtra Natural Gas Limited,
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045
Telephone : +91 (020) 25611190
Email : gasaid@mngl.in, manan.gupta@mngl.in

25.0 DOCUMENT PRECEDENCE

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.


1. Letter of Acceptance
2. Schedule of Rates as enclosures to Letter of Acceptance
3. Special Conditions of Contract
4. Job / Particular Specifications
5. Scope of Work
6. Drawings
7. Technical / Material Specifications
8. General Conditions of Contract
9. Indian Standards
10. Other applicable Standards

26.0 REPEAT ORDER

MNGL reserves the right to place order for 'up to 50% of the original quantity' on the supplier on whom the order was originally placed with the same terms and conditions of the original order within 6 months from the date of order.


27.0 FORCE MAJEURE

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

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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 respective parties.

- (i) The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, unprecedented floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the owner and the contractor, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods.
- (ii) 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 7 (seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- (iii) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has adversely affected the overall completion schedule.
- (iv) 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 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually.
- (v) If during the concurrence 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 affects 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 endeavour to complete the execution of the work, provided always that the owner shall be entitled, at any time after such outbreak of war to terminate the contract by giving notice in writing to the contractor and upon such notice being given the contractor shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- (vi) 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 remove similar facilities of his sub-contractors.

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28.0 TERMINATION AND FAILURE CLAUSE


- 28.1 Time and date of delivery shall be the essence of the contract.
- 28.2 If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract
- 28.3 Termination of the contract as provided for above shall not prejudice or affect the rights of the owner, which may have accrued up to the date of such termination.
- 28.4 Termination and failure may also attract provisions of Holiday Listing Policy.

29.0 TERMINATION FOR DEFAULT

29.1 The following provisions shall be applicable:

Except for the cases of Force Majeure, if the Contractor fails to execute the work or any 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 owner at its option by written notice to the Contractor:

- i. 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 Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, 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 Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.
- ii. 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 and any of his sureties are liable to the Owner for any excess cost over and above the

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cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.

- iii. Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.


29.2 The Owner shall also have the right to proceed or take action as per 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 Owner to give any prior notice to the Contractor.

29.3 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.

29.4 Failure by Contractor

Following provisions pertaining to execution of work shall be applicable:


- (i) Failure by the contractor to comply with the provisions of the contract: Owner has reserved an option to determine the contract, the security deposit furnished by the contractor is liable to be forfeited as also the excess cost which may become payable by the owner in getting the work executed, through an alternative agency, may be recovered from the contractor.
- (ii) Failure of contractor to execute the work as per contract: If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer In-charge or if the contractor fails to carry out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or if the contractor

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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 each of the above mentioned cases the owner shall have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants 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 work men or to relate the same upon any terms and to such other person, firm or corporation as the owner 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 for the Engineer In charge to be reasonable.

The above provisions expressly provide for owner's right to take possession on site and work in whatever condition the same exists at the time of breach or breaches as listed herein above may have been committed by the contractor. The clause further provides that in getting the job executed any additional payments or extra cost incurred shall be recovered from the dues of the contractor.

- (iii) Owner may do part of work: In case the contractor shall fail to comply with any instructions given in accordance with the provisions of contract, owner has the alternative right instead of assuming charge of entire work to place additional labour force, tools, equipment and materials on such parts of the work as the owner may designate or also engage another contractor to carry out the work. In such a case the owner shall deduct from the amount which otherwise might become due to the contractor the cost of such work and material with 10% added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor is contractually bound to pay the difference to the owner.
- (iv) Replacement of defective parts and materials: Owner reserves right to make good, alter, reconstruct or remove such works as may be found to be defective or unsound or imperfect or inferior to the quality specified. The owner is required to give a notice to the contractor for 7 days to remove any defects or deficiencies, pointed out in the said notice and upon failure of the contractor to do so to proceed with the above mentioned remedies. In the event of the owner taking charge of repairs / replacements as aforesaid, the cost incurred thereon becomes recoverable from the contractor.

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- 29.5 The clause under reference further provides for the contractor's full and extreme liability to be satisfied by the payments to the owner of extra costs 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 owner for such replacements and the contract price portion for such defective plants and repayments of any sum payable by the owner to the contractors in respect of such defective plant.
- 29.6 In terms of the aforementioned provisions of the contract MNG, in exercise of its rights under the contract, may come across situations, where it may have to take a part of work off from the contractor and get the same done through an alternative agency. However, such off-loading of work can be in part or it can be for the entire work awarded to the contractor and the decision in this regard would rest on various factors having major effect on such decision. Some of the factors are the progress of work at site, poor mobilization of resources, frequent defects in the executed work, financial constraints of the contractor and ill behaviour of the representatives of the contractor.
- 29.7 The contractual conditions amply provide for recovery of any sums spent in excess of contract value for getting the work executed through an alternative agency.
- 29.8 Inspection and Rejection of goods by Consignee When goods are rejected by consignee, the supplier shall be intimated promptly with the details of such rejected goods with reasons, also giving locations where such goods are lying at the risk and cost of the party. The party will be called upon either to remove the goods or to give instructions to its disposal within 14 days and in case of dangerous and perishable goods within 48 hours failing which the consignee will return the goods to the party on freight to pay or dispose it at the site on contractor's risk and cost. The purchaser shall be entitled to recover handling and storage charges for the period during which the rejected goods are not removed @ 5% of the value of goods for each month or part of a month till the rejected goods are finally disposed off.
- 30.0 RESOLUTION OF DISPUTE (ARBITRATION)**
Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.

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If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.

The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by MNGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from MNGL shall comprise of persons with the requisite technical expertise and relevant experience.

Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of MNGL or of any other public sector entity or with regard to such persons holding shares in the Company.

If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by MNGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and MNGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Pune and shall be conducted in English Language.


The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.

The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.

31.0 GROUNDS OF TERMINATION

MNGL shall be at liberty to terminate the contracts at its sole discretion on any of the following grounds:

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- (i) If the contractor has got the contract by fraudulent means or suppression of material fact, which would have bearing on the award of contract.
- (ii) The contractor goes insolvent
- (iii) If the continuance of the business is stopped by any court of law or any authority of Government.
- (iv) In case the contractor is the company and has been wound up by the court.
- (v) In case of proprietorships firm, if the firm gets dissolved.
- (vi) In case of partnership firm, if the partner goes mentally insane.
- (vii) The contractor breaches any of the provision of the contract then MNGL shall have liberty to terminate the contract.

The termination of the contract should be done after following the due process as per provisions of the contract.

32.0 SUBLETTING AND ASSIGNMENT

The contractor shall not, save with previous consent in writing of the owner i.e. MNGL, 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.

33.0 APPLICABLE LAW

The contract shall be governed and interpreted in accordance with laws of India and court of competent jurisdiction of Pune shall have exclusive jurisdiction to try such suits.

34.0 ISSUE OF ESSENTIALITY CERTIFICATE


No essentiality certificate shall be issued by MNGL.

35.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

Contractor/ supplier agrees for withholding from wages and salaries of its agent's servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor/ supplier is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor/ supplier further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor/ supplier will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor/ supplier's and his sub-contractor/ supplier(s) and expatriate employees.

36.0 FALL CLAUSE

Fall clause shall be applicable for this tender as per relevant clause in GCC.

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37.0 LIEN

Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

38.0 COORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor/ supplier. Proper coordination with other agencies will be Contractor/ suppliers responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor/ supplier.

39.0 STORAGE AND PRESERVATION

Contractor shall be fully responsible for safe custody, storage and preservation of all the supplies and materials/equipment required for carrying out the work until handing over of the complete facility to the Purchaser at site at no extra cost.

If required, materials /equipment shall be stored in Purchaser's designated store till further handing over the supplies, materials /equipment's to contractor for installation, testing, erection of the equipment's.


After taking over the equipment/materials from purchaser, contractor shall be fully responsible for safe custody, storage, insurance and preservation of all the supplies and materials/equipment required for carrying out the work until handing over of the complete facility to the Purchaser.

Further, activities like loading/ unloading at store as well as at site, re-transportation of material, equipment, tools & tackles etc. until handing over of the complete facility to the Purchaser shall be arranged by contractor and in case of re-transportation, payment shall be made as per SOR items relevant for the same.

Note: After unloading at site/ store & processing of documents, compressor watch & guard and insurance will be in scope of MNGL. However, preservation will be in scope of vendor including guarantee/ warranty as per clause no. 20.0 of GCC

40.0 LOCAL CONDITION

It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws

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prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.

It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.

The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkey's philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.

The Purchaser/Consultant will not provide any power and water connection and the Contractor/ supplier shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.

Other terms and condition will be applicable as specified elsewhere in **General Condition of Contract and Instruction to bidder.**

41.0 DEDUCTION AT SOURCE


Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.

Owner will release the payment to the Contractor/ supplier after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

42.0 SEPERATE CONTRACTS FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING AND OPERATIONS & COMPREHENSIVE MAINTENANCE


Two separate contracts shall be issued to successful bidders against this tender as below:

- i) Supply, Installation, Commissioning, Testing
- ii) Operations & comprehensive maintenance Services

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SECTION – V

FORMS & FORMATS

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FORM F-1
BIDDER'S GENERAL INFORMATION
(Information must be provided on bidder's letterhead)

To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
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} _____

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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) _____

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1-27 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to 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**

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNGL/CP/2022-23/183
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FORM F-2
BID BOND PROFORMA / PROFORMA FOR EMD IN THE FORM OF BG

Bank Guarantee No.:

Date:

To
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045

TENDER NO. _____ FOR CARRYING OUT _____
WHEREAS..... (HEREINAFTER CALLED 'THE Bidder') has
submitted his Bid dated..... for carrying out of
(Herein after called 'The Bid') KNOW ALL MEN by these presents that WE
..... (hereinafter called 'The Bank') are bound unto
MAHARASHTRA NATURAL GAS LIMITED, 2nd Floor, Pride Purple Coronet, Baner
Road, Baner, Pune – 411045 (herein after called 'MNGL') in the sum of
..... for which payment well and truly made to MNGL, the BANK
binds itself its successor and assigns by these presents. Sealed with the Common Seal
of the said BANK this day of2023.

THE CONDITIONS of this obligation are:


1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by MNGL during the period of bid validity
 - a) Fails or refuses to execute the Contract Form, if required: or
 - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay MNGL up to the above amount upon receipt of its first written demand, without MNGL having to substantiate its demand, provided that in its demand MNGL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)
Name & address of Witness:
Date:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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BID BOND PROFORMA / PROFORMA FOR EMD IN THE FORM OF "LETTER OF CREDIT"

To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045

Subject: Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA


Tender no: MNG/CP/2022-23/183

Irrevocable and confirmed Letter of Credit No. Amount: Rs. ____

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs..... accompanied by a certificate by MNG, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to MNG during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for..... (Item)


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNG for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce Brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
(Applicant)

FOR

Authorized Signature
(Original Bank)

Counter Signature

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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**FORM F – 3 A
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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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**FORM F – 3 B
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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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**FORM F-4
CHECK LIST FOR AGREED TERMS AND CONDITIONS**

Sr. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price & Delivery Basis	FOT- MNG 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:

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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**FORM F-5
DEVIATION FORM
(On Bidder's letter head)**

To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
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 MNG and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall 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)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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**FORM F-6
DECLARATION ON TENDER DOCUMENT DOWNLOADED
(on Bidder's letter head)**

No.

Date:

To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045


Subject: Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250
SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for
Pune, Nashik, Nanded & Nizamabad GA

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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**FORM F-7
PROFORMA FOR LETTER OF AUTHORITY**

No.

Date:

To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045

Subject: Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA

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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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**FORM F-8
DECLARATION
(on Bidder's letter head)**


To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045

Subject: Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA

We confirm that we are not under any liquidation, court receivership or similar proceedings.


We also confirm that we have not been put on holiday / ban by any Government Organization / Public Sector or their joint ventures/ MNGL for any forgery, Corrupt or Fraudulent Practice or unethical behaviour.

SEAL AND SIGNATURE OF BIDDER

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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**Form F-9
DETAILS OF LITIGATION
(on Bidder's letter head)**

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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**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: (Signature)

Date: Name of Authorised Signatory
Membership No.

Encl.: As above

Note: Submission of this form is Mandatory for all the bidders.

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNG for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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Instructions:

1. The financial year would be the same as one 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 as 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"

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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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 Commence-ment of work/service 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 orders)
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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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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.:


 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNG for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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**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 relevant document with proper numbering.

For tenders having various items/ parts, bidder to submit separate format for each item/ part quoted.

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNGL/CP/2022-23/183
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**Form F-14
FORMAT FOR BIDDER'S PRE-BID QUERIES**


To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045

Subject: Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA.

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. Editable copy of queries may be enclosed while sending signed pre bid queries.

SEAL AND SIGNATURE OF BIDDER


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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**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.	

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNG for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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	Financial BEC	
1	Bidder's turnover for immediate 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
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


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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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").

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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Note:

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 have to 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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Form F-17
CONTRACT PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

To,
M/s MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
Baner Road, Baner,
Pune – 411045


Dear Sir,

M/s _____ have been awarded the work of _____ for Maharashtra Natural Gas Limited, 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 Maharashtra Natural Gas Limited, in case of default.

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNG for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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Sheet 2 of 2

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

Yours faithfully,


_____ Bank

By its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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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 MAHARASHTRA NATURAL GAS LIMITED
2nd Floor, Pride Purple Coronet,
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 MNG'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

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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Form F-19
E-Banking Mandate Form
(To be issued on vendor's letter head)

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)

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNG/CP/2022-23/183
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SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION AND COMPREHENSIVE MAINTENANCE FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF 22 KW ELECTRIC MOTOR DRIVEN 250 SCMH CAPACITY HYDRAULIC BOOSTER COMPRESSOR FOR CNG & CGD NETWORK OF MNGL FOR PUNE, NASHIK, NANDED & NIZAMABAD GA

SECTION – VI SCHEDULE OF RATES

(Following are the format of the SORs for reference. The bidders are supposed to fill in the SORs, available on the e-tendering portal in the prescribed format.)

Note:


1. Scope of Supply, Work and other terms and conditions are strictly as per bid document.
2. Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each SOR line item in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidder to submit Price part of above Schedule of Rates in their Priced Bid.
3. Bidder must quote the price in Schedule of Rates format only. Bid submitted with changed format / description is liable to be rejected.
4. Bidder to quote price for each SOR line item.
5. Quoted rates are firm and fixed till complete execution of the entire contract.
6. Purchaser reserves the right to decrease/increase the Scope of Work as per provision of Bid document before & after award of contract.
7. Bidder must quote for complete scope as detailed in the bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.
8. Rates for Annual CAMC & Operations to be quoted within range as defined in clause no. 21 of SCC of Volume I of II of tender document
9. Bidder are advised to refer complete item description given in MR while quoting prices.
10. Notes given in Material Requisition must be referred by the bidder prior to filling price in SOR.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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VOLUME-II OF II

C O N T E N T

Sl. No.	Description
SECTION-I	MATERIAL REQUISITION & TECHNICAL SPECIFICATION FOR ANNUAL RATE CONTRACT FOR PROCUREMENT OF GAS ENGINE DRIVEN 2-STAGE CNG COMPRESSOR FOR PROPOSED CNG STATIONS OF NASHIK, SINDHUDURG & RAMANAGARA GA OF MNGL


 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNGL/CP/2022-23/183
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SECTION – I MATERIAL REQUISITION


(MR No.: MNGL/CNG/2022-23/HYDRAULIC BOOSTER COMPRESSOR/01)

Project :CNG & City Gas Distribution for Pune, Nashik, Nanded & Nizamabad GA.
Item :22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor
Tender No. :MNGL/CP/2022-23/183

Item No.	Description	Unit	Quantity	Remark
1.01	Design, Engineering, Manufacturing, Supply including packaging and forwarding, insurance, custom clearance, handling and unloading at port as well as MNGL's site/store of skid mounted 22 KW electric motor driven 250 SCMH Hydraulic CNG booster Compressor Package, Freight, loading-unloading charges of 22 KW Motor Driven CNG Hydraulic Booster Compressor & auxiliaries	No.	88	
1.02	Special tools & tackles	No.	88	
1.03	Design, Engineering, Manufacturing, Supply (including Packaging and forwarding, insurance, custom clearance, handling and unloading at port as well as MNGL's store/site) of 1.5 KW electric motor driven air compressors with dryer and receiver.	No.	88	
1.04	Installation, commissioning & field performance test of compressor package at site	No.	88	
1.05	Lump sum Operation During Warranty Period: One operator in 1 shift of 8 hours 365 Days including Sunday & all holiday. The shift timing shall be defined by the EIC of MNGL. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder. Note: Operation shall be optional and may or	Lump Sum	88	

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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	may not be awarded.			
1.06	Lump sum Operation Second Year Period: One operator in 1 shift of 8 hours 365 Days including Sunday & all holiday. The shift timing shall be defined by the EIC of MNG. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder. Note: Operation shall be optional and may or may not be awarded.	Lump Sum	88	
1.07	Lump sum Operation Third Year Period: One operator in 1 shift of 8 hours 365 Days including Sunday & all holiday. The shift timing shall be defined by the EIC of MNG. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder. Note: Operation shall be optional and may or may not be awarded.	Lump Sum	88	
1.08	Lump sum Operation Fourth Year Period: One operator in 1 shift of 8 hours 365 Days including Sunday & all holiday. The shift timing shall be defined by the EIC of MNG. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder. Note: Operation shall be optional and may or may not be awarded.	Lump Sum	88	
1.09	Lump sum Operation Fifth Year Period: One operator in 1 shift of 8 hours 365 Days including Sunday & all holiday. The shift timing shall be defined by the EIC of MNG. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder. Note: Operation shall be optional and may or may not be awarded.	Lump Sum	88	

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNG/CP/2022-23/183</p>
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2	Lump-sum Annual repair & Maintenance charges during warranty period of 1 (One) year inclusive of all Consumable, Manpower, spares, lubricants but excluding electric power charges.	No.	88	
2.01	Lump-sum Annual repair & Maintenance charges for second year i.e. after first year of warranty period inclusive of all consumables, manpower, spares, lubricants but excluding electric power charges.	No.	88	
2.02	Lump-sum Annual repair & Maintenance charges for third year i.e. after first year of warranty period and second year AMC inclusive of all consumables, manpower, spares, lubricants but excluding electric power charges.	No.	88	
2.03	Lump-sum Annual repair & Maintenance charges for fourth year i.e. after first year of warranty period, second & third year AMC inclusive of all consumables, manpower, spares, lubricants but excluding electric power charges.	No.	88	
2.04	Lump-sum Annual repair & Maintenance charges for fifth year i.e. after first year of warranty period, second, third & fourth year AMC inclusive of all consumables, manpower, spares, lubricants but excluding electric power charges.	No.	88	

Notes:

1. Inspection shall be carried out by Owner or its authorized consultant/ TPI at owners cost.
2. Delivery location of the Compressors may change as per requirement and the same shall be intimated to the supplier before dispatch.

 MAHARASHTRA NATURAL GAS LIMITED	Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA Bid No.: MNGL/CP/2022-23/183
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**TECHNICAL SPECIFICATION
NO. MNGL/TS/BOOSTER COMPRESSOR
FOR
ELECTRIC MOTOR DRIVEN HYDRAULIC
BOOSTER COMPRESSORS**

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender Document for Annual Rate Contract for procurement of 22 KW Electric Motor Driven 250 SCMH capacity Hydraulic Booster Compressor for CNG & CGD Network of MNGL for Pune, Nashik, Nanded & Nizamabad GA</p> <p>Bid No.: MNGL/CP/2022-23/183</p>
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Introduction

Maharashtra Natural Gas Limited (MNGL) is a Joint Venture Company of GAIL (India) Limited, Bharat Petroleum Corporation Limited and equity participation from Government of Maharashtra thru' MIDC & IGL Delhi. It is a City Gas Distribution company, incorporated in January, 2006 as per directives of MoPNG for the Geographical Areas of Pune, Pimpri-Chinchwad, Chakan, Talegaon and Hinjewadi.

MNGL has successfully secured following three new Geographical Areas in the 9th round CGD bidding invited by Petroleum and Natural Gas Regulatory Board (PNGRB) as a part of Cariness expansion plan:

- 1) Nashik, Dhule & Valsad (except area already authorized) Districts, Maharashtra & Gujarat
- 2) Sindhudurg District, Maharashtra
- 3) Ramanagara District, Karnataka

Also, MNGL has successfully secured following two new Geographical Areas in the 11th round CGD bidding invited by Petroleum and Natural Gas Regulatory Board (PNGRB)

- 1) Nanded GA (Buldana-Parbhani-Nanded Districts)
- 2) Nizamabad GA (Nizamabad-Adilabad-Nirmal-Mancherial-Kumuram Bheem Asifabad-Kamareddy Districts)

1. Scope of work


The intent of this tender is to outline minimum requirement for Design, Engineering, Manufacturing, Assembly, Testing, Supply, Erection, Testing at site, Commissioning, Maintenance & performance run test of "250 SCMH ELECTRIC MOTOR DRIVEN (22 KW) HYDRAULIC BOOSTER COMPRESSORS PACKAGES" comprising of Hydraulic units, variable suction pressure, Fully Automatic & Lubricated Gas compressor Units, cooler, Priority Panel, Instrumentation and Controls, Instrument air/gas piping for whole package (if required), Electrical including local panel as per technical specification of tender.

SCOPE OF SUPPLY / DETAILS OF GAS COMPRESSOR UNITS


Scope of supply will include Design, Engineering, Manufacture, assembly, testing at manufacturer's works, erection, commissioning and field trial runs along with Equipment performance test along with associated electrical, instrumentation etc. as per bid document.

The scope of supply/services to be provided by the bidder shall be inclusive of but not limited to:

- Design, Engineering, Manufacture, assembly, testing at manufacturer's works, erection, commissioning, field trial runs, Equipment performance test along with associated electrical, instrumentation etc. as per bid document.

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- Instrumentation and control system as specified on data sheets, P&ID including Local panel, Console/Local gauge boards, PLC based with HMI.
- Common structural steel skid for the compressor- Motor, cooler, stationary cascade combination and for all auxiliary systems inside acoustic enclosure.
- Air-cooled/ Water Cooled heat exchanger for inter stage and discharge gas.
- Compressor shall utilize preferably separate suction and discharge valves.
- Mass flow meter (Coriolis type) at suction and discharge with integral display for compressor.
- 3 line (2 bank) Priority Panel at Package Discharge.
- All interconnecting oil, gas, water, Air/Gas piping within the compressor package (or outside if required for air compressor, radiator etc.)
- Impulse and pneumatic piping/Tubing for all valves, fittings as specified & required for mounting the instruments.
- Separate Flame proof junction boxes for different type of signals like intrinsically safe signals, alarm, shutdowns, thermocouples, RTDs etc. for interfacing to local panel.
- NRV's for smooth functioning of booster compressor.
- Structural supports within the compressor package for all piping, instruments etc.
- Vendor to provide the pressure switch at the final discharge of the compressor in addition to Pressure Transmitter & Pressure Gauge
- One no. Relief valve at each stage discharge.
- Coalescent Filter at suction & discharge, valves, sight flow indicators, check valves, auto & manual drain traps etc. as required for various auxiliary systems i.e. cylinder lubrication system, cooling water systems etc.
- Coupling/V-belts/pulleys.
- Acoustic enclosure for Compressor package, with two number L.E.L detectors and two UV detectors in the enclosure.
- Inlet and outlet manual and automatic isolating valves for maintenance & emergency.
- Complete Erection, Testing & commissioning of compressor packages.
- Performance test at site
- Supply of all Mandatory spares for erection & commissioning. These spares if not used during commissioning shall be left with the Customer. Vendor to provide list of erection & commissioning spares along with the bid. Balance spares will be retained by the buyer after commissioning of each package.

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- Supply of application program/software (licensed if required) for the compressor package, ladder logic for the software, list of error codes with description for programming the Compressor parameter, parameters set point, 2 copies of Operation & Maintenance Manual with each Machine
- As built drawings and Operation & Maintenance catalogue with each compressor package (Operation & maintenance philosophy, 100%-part list with part number, all set points, P& ID's, Electrical drawing along with SLD, Instruments & control system drawing
- Training of six engineers in two batches at Packager's works. The travelling, boarding and lodging of MNGL's engineers shall be borne by MNGL. Each training module shall span for two days and shall cover the equipment constructional features, operational and maintenance procedures, practical hands on experience on assembling, dismantling etc.

Any modification suggested by the statutory bodies either during drawing approval or during inspection, if any shall be carried out by the bidder without any additional cost and delivery implications.


CONSTRUCTION FEATURES:

Vendor shall give detailed construction features of all the parts and accessories of Gas compressor units being offered, supported by relevant catalogues / leaflets with technical offer.

2. General Data

- | | | |
|------|---------------------------------------|---|
| 2.1 | Compressor type | : Hydraulic, Variable suction, |
| 2.2 | Non-lubricated or Oil lubricated type | : Preferably oil lubricated reciprocating |
| 2.3 | Type of Cooling | : Air/Water cooled |
| 2.4 | No of compression stages | : 02 |
| 2.5 | Maximum intake temperature | : 30 °C |
| 2.6 | Drive type | : Electrical Motor |
| 2.7 | Gas pressure at compressor inlet | : Refer Section |
| 2.8 | Compressor Discharge Pressure | : 250 Kg/cm ² at 49 °C (Max) |
| 2.9 | Compressor Discharge temperatures: | 49°C (After cooler) with ambient air temperature of 40 °C and gas inlet temperature of 40°C |
| 2.10 | Compressor speed | : To be indicated by bidder. |
| 2.11 | Ambient Conditions | |
| | 2.11.1 Ambient temperature | : 10°C to 50°C. |

Sr. No	Guaranteed Parameters	Bidder to indicate
1	Average flow capacity (over full range of suction pressure from 200 kg/cm ² to 30 kg/cm ² varying on continuous basis). Bidder to indicate: required 400 SCMH	

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2	Electric power consumption in KWH with no (+) tolerance with overall full range of suction pressure (from 200 kg/cm ² to 30 kg/cm ² varying on continuous basis) to compress 400 SCMH gas with no (-) tolerance without air compressor and exhaust fan for loading and penalty purpose *	
3	Minimum flow capacity corresponding to suction Pressure of 200 kg/cm ² : bidder to indicate	
4	Minimum flow capacity corresponding to suction Pressure of 30 kg/cm ² : bidder to indicate	
5	Minimum flow capacity in Sm ³ /h corresponding to suction Pressure of 60 kg/cm ² (g): Required 250 Sm³/h	
6	Specific power consumption of compressor package Kwh/Kg CNG (Penalty purpose) *	
7	Sound level of enclosure (Required 55 - 75 dB)	

2.11.2 Maximum relative humidity : 100 %


2.11.3 Altitude : 20Mtr (MSL)

2.12 Required guaranteed capacities of electric motor driven hydraulic booster compressor packages at rated suction pressure and discharge pressure as mentioned below.

3. Natural Gas Service (Typical composition as given below)

<u>Gas components</u>	<u>Mole %</u>
Methane	: 88 to 98 % v/v
Ethane	: 02 to 08 % V/V
Propane	: 1.21
Other higher Hydrocarbon	: < 2% V/V such as
Iso-Butane	: 0.05
N-Butane	: 0.06
Iso-Pentane	: 0.00
N-Pentane	: 0.00
Hexane	: 0.00
Nitrogen	: 0.33
Carbon Dioxide	: 0.02
Sulphur content	: < 5 ppm
Moisture dew point	: minus 15 °C

The gas is odorized by use of Mercaptan base organic compound.

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4. Codes and standards:

The following codes and standards (latest applicable codes and standards shall be referred) are referenced to & made part of specification:

- Petroleum and explosive safety organization (PESO), Govt. of India
- OISD 179, OISD 142, NFPA-52
- NFPA-12, IS: 6382, Gas Cylinder Rule-2016, ASME Section VIII div.1
- IS: 5571, IS: 5572, IS: 7285
- ANSI, ASTM, NEC, NEMA
- Indian Electricity Rules, Indian Explosives Act.
- ANSI/ASME B31.3, ASME Div. I, Sec. VIII
- Any other applicable international standards (Bidder to mention)

5. Instructions to the bidder

- 5.1 Various parts of the specification shall be read in conjunction with each other. In cases where requirements given in different parts differ, the most stringent shall govern.
- 5.2 The specification states the scope and requirements as completely and clearly as possible. Any additional work / equipment or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification or required for safe operation & maintenance shall be deemed to be included in the offer.
- 5.3 The bidders are advised to visit the CNG stations, before submission of offer, to ascertain for themselves, type, nature and extent of work involved and actual site conditions. Failure to do so shall not absolve the bidder of their responsibilities as defined in this tender. Further, no plea of the bidder based on unfavorable site conditions, gas composition and/ or lack of information shall be considered.
- 5.4 The bidder shall confirm clause-by-clause acceptance of technical / tender specification. Comments and / or deviations, if any, of the bidder on the tender shall be given clause wise. Clauses, on which no specific comment or deviation indicated in the offer, shall be treated as accepted by the bidder. Table III, (Deviation Sheet) given in the tender document should be completely filled, signed and to be submitted along with the bid. Deviations (minor or major), which are not mentioned in this document, will not be considered at later date.
- 5.5 Bidder shall provide all the required warning notices, barriers, safety boards, padlocks etc., for safe commissioning of the equipments.
- 5.6 The bidder shall provide civil foundation drawings within two weeks of placement of order. In case the requisite information regarding requirement of slots, holes, pipe and other fixing inserts etc. as required for proper installation of equipments is not indicated by the bidder within two weeks from placement of order, such facilities

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shall have to be arranged / provided by the bidder at their own cost. In case the compressor is required to be grouted at the site, then the cost towards the grouting and leveling of compressor (including the special grout cement, fasteners etc.) has to be borne by the bidder.


- 5.7 Where the proper execution of the work depends upon the performance of the other contractors or where the bidder considered that his work is being unreasonably interrupted by the activities of the other contractors, he shall so notify owner in writing immediately. If the bidder fails to do so, it shall be deemed that he is satisfied with the current conditions.
- 5.8 Any work, which is considered to be unsatisfactory and of poor workmanship shall be rectified by the bidder without any extra cost implication.
- 5.9 Bidder shall hire the services of manufacturer's (OEM's)/authorized by OEM's erection / commissioning engineer (at their own cost) for supervision of erection, testing and commissioning of the equipment supplied by them. All expenses towards conveyance, transportation, and accommodation etc. during the stay of the commissioning / testing Engineer in India shall be at the cost of bidder.

All tools & tackles required for commissioning & performance testing of Compressor packages shall be in scope of the bidder. After successful commissioning of the compressor packages at the site, bidder shall certify for the performance, testing and commissioning of the packages as per their standards and recommendation.

- 5.10 In case of urgency and unavoidable circumstance, the bidder has to arrange the OEM's Engineer for commissioning of multiple compressors packages.

6. Safety:

- 6.1 All controls shall operate in fail safe mode i.e. failure of any control shall not lead to running of equipment in unsafe condition.
- 6.2 All electrical devices shall meet the requirement for the installed hazardous area classification.
- 6.3 Area classification for compressor package shall be Class-I, Division I, Group D as per NEC or Zone-1, Group IIA / IIB as per IS / IEC specification or equivalent specifications. Bidders to submit certificates for all electrical and electronic components for its suitability in above stated hazardous area classification from recognized agency, and also the certificates endorsed from Petroleum and Explosive Safety Organization (PESO), Govt. of India, along with delivery of compressor at sites.
- 6.4 All exposed rotating parts shall be provided with adequate guards of non-sparking type.

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- 6.5 Drive belt, if used, shall be antistatic type and fire resistant.
- 6.6 Piping shall be arranged in a manner so as to provide clear headroom and easy access for maintenance.
- 6.7 The compressor package enclosure to be provided with 2 nos. L.E.L. gas detectors (Infrared type) and 2 nos. Flame detectors (Ultra Violet/IR type). Detailed Specification is as per the annexure. Bidder shall re-calibrate detectors again at the time of commissioning at site, without any extra cost to MNG. The GD & FD shall have indication in the form of LED or LCD for no gas leak, low alarm, high alarm.
- 6.8 All the equipments and components used in the package shall fire retardant

6.9 CO₂ Flooding System:

The package shall be protected by automatically operated CO₂ flooding system designed as per NFPA-12/ IS 15528: 2004 and OISD 142 which should have minimum following features:

- 6.9.1 by installation of hydrocarbon gas detector (IR type) with self-check function and transmitter with adjustable alarm levels (0-100%) with preset of 10%, 20% and 50% lower explosive limits. Each enclosure should have at least 2 nos. gas detectors.
- 6.9.2 Installation of flame detector (UV & IR type) with self-check function and transmitter, alarm on detection of flame. Each enclosure should have at least 2 nos. flame detectors.


6.9.3 System components:

a. CO₂ cylinder (with Protection Cap)


- i. Make : EKC / RAMA/ MARUTI / EUROTECH
- ii. Type : High Pressure Seamless Brand New Rechargeable type CO₂ Cylinder.
- iii. Water Capacity : 68 Liters/each.
- iv. CO₂ Capacity : 45 Kg.
- v. Standard : IS-7285.
- vi. Test Pressure : 250 Kg/cm².
- vii. Working Pressure : 150 Kg/cm² at 45 deg C
- viii. Inlet Threads : compatible with cylinder thread-IS 3224:2002, Type 4, Size 2, 25.4mm
- ix. Approval : BIS & PESO (CCEO).
- x. Quantity : 02 No./ CO₂ flooding system

b. CO₂ Master valve (Electro-Pneumatic + Manual operated):

- i. Make : VTI Make Master Valve for CO₂ application

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- ii. Model No : K85-41.1
 - iii. Valve Body : High Tensile Brass Forging
 - iv. Sealing Tip : PTFE/VITON
 - v. Test Pressure : 155 kg/cm²
 - vi. Working Pressure : 105 kg/cm²
 - vii. Outlet Threads : 7/8" UNF thread male & with suitable adapter for hose connect.
 - viii. Inlet Threads : Compatible with cylinder thread-IS 3224:2002, Type 4, Size 2, 25.4mm (no adapter fitting between cylinder and valve)
 - ix. Safety Device : Fitted with safety disc. With burst pressure 200-220 kg/cm²
 - x. Quantity : 01 No./ Cylinder
- c. Solenoid valve with coil:
- i. Make : VTI make SOV for CO₂ Master Valve
 - ii. Model No : K85-41.2
 - iii. Operating Pressure : 0-100 Kg/cm²
 - iv. Coil Enclosure: Flameproof, Gr.IIA & IIB, Zone- 1
 - v. Coil voltage : 24VDC
 - vi. Double compression gland ½" NPT male
 - vii. Quantity : 01 No./ Cylinder
- d. **Flexible Hose**
- i. Make : Parker/Swagelok/Eaton/Synflex
 - ii. Internal dia. : ½" ID
 - iii. Length : 1 mtr.
 - iv. End connection : Swivel type at both ends.
 - v. End connection material: CS (coated to prevent rusting)
 - vi. Working pressure : 77 Kg/cm²
 - vii. Medium : CO₂ gas
 - viii. Hose material : Hydraulic, EN 853 1SN/ SAE 100R1AT
 - ix. Temperature range : -40 to 85 deg. C
 - x. Test Pressure : 1.5 times working pressure
 - xi. **Quantity : 01 No./ Cylinder**
- e. **SS 316 Tubing & Isolation Valve:**
- i. ½" OD SS 316L tube (Sandvik, FAE and Tubacex make only) for CO₂ flooding
 - ii. Operating Pressure: 70 Kg/cm² (CO₂ Gas)
- f. **CO₂ Nozzle:**
- i. Type : Cone

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- ii. Material : Brass Nickel Coating - Inside
- iii. Casting : LM 6- Aluminum.
- iv. Minimum 4 nos. of Nozzles.

g. Isolation Valve:

- i. Size : 1/2" OD –SS 316 L
- ii. Quantity : 1 no./ compressor (Make: Parker/ Swagelok)


h. CO₂ Weighting System:

I. Weighing Gauge:

- a. Dial Size: 6" Circular (Round) dial with zero adjustment provision
- b. Material of construction: Mild steel or Die-cast Aluminum with red or black color powder painted
- c. Range /Capacity: 0 - 200 Kg
- d. Resolution : 1 Kg
- e. Accuracy : +/- 0.5 % of FSD
- f. Hooks (Sling): Dual "S" hooks provided on top and bottom.
- g. Approval/ Certification: Weights and Measures department of India.

II. Canopy : Rugged canopy in MS with Epoxy Painting

- 6.9.4 Alarm/control panel for CO₂ flooding system shall be integral with the main compressor panel. Necessary displays as system ON, OFF, FAULT, RESET, Gas/ Flame indication, Remote actuation of solenoid valve, distinguished hooter etc., shall be provided for CO₂ flooding system
- 6.9.5 The CO₂ system shall be designed to operate on UPS in the event of power failure to handle emergency situations.
- 6.9.6 The system shall be designed to operate on 24 V DC supply. FRLS (Fire resistant low smoke) 2.5 sq mm, 3 core armored cables shall be used for the wiring of the system.
- 6.9.7 All installation shall be compatible for hazardous area Class 1, Division 1, Group-D for Methane Gas.
- 6.9.8 Interlock of CO₂ flooding system:
 - i. Compressor shall trip on detection of flame at preset level and automatic discharge of CO₂ gas shall take place from the main cylinder simultaneously.


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- ii. Compressor shall not start if the CO₂ flooding system is faulty, not working, switched OFF etc. The compressor shall be able to start only when the CO₂ flooding system is in healthy working condition.
- iii. Maintenance override switch shall be provided to keep the system off during maintenance. This feature shall be in compliance to the point no.6.9. 8 (ii) as above.
- iv. Selector switch shall be provided to put Main/Stand by Cylinder in line at the turn of a switch as per requirement.
- v. Manual discharge valve on master valve shall be provided to operate the system in case of actual fire condition, without waiting for the detection by detectors. The valve shall be easily accessible and shall be provided with suitable enclosure.

6.9.9 CO₂ cylinder installation and Gas weight monitoring system:

- i. CO₂ cylinders shall be installed outside the package but within compressor fenced area, where it is not exposed to fire in case of fire inside compressor. Facility shall be made to operate the system manually with the help of a valve. The minimum inter distance from compressor package to CO₂ flooding system shall be of 15 meters for cable & tubing requirement however CO₂ flooding system will be installed within compressor area (Hazardous zone).
- ii. Vendor shall provide suitable weighing arrangement to facilitate weighing of the cylinders without requiring the cylinders to be detached from the installation **for this cylinder shall be directly mounted on weighing gauge, lever operated lifting arrangement is not required. Each CO₂ cylinder shall also be equipped with suitable range pressure gauge.**
- iii. Cylinder mounting frame shall be provided with the system. Gas cylinder shall be hanged on to the frame.
- iv. The cylinder shall be provided with suitable canopy to prevent exposure to monsoon.
- v. Cylinder test certificates (Hydrostatic stretch test, inspection report, leak test, ultrasonic test etc.) shall be furnished along with cylinder.

6.9.10 Typical arrangement of CO₂ flooding system with its connectivity to the compressor shall be as per the Annexure-IV.

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7. Design criteria.

7.1 COMPRESSOR.

Following specification is intended to give the bidder the technical and operating conditions the compressor must fulfill.

The bidder shall meet all applicable statutory codes, national law and local regulation for safety and environment protection.

Offered package shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, mass flow metering, priority fill system, control panel safety and control devices and other accessories required for automatic and safe operation of the system. The supply shall include all interconnecting piping/tubing/cables. Cooling system shall be of closed circuit type.

The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto in case high bank storage pressure falls below 200 (+/- 10%) Kg/cm² and stop once the pressure in all three banks of storage cascade reaches 250 Kg/cm².

3-line (2-bank) priority fills system to be provided. The priority fill system shall ensure filling as per following sequence:

- CNG Vehicle
- High bank of storage cascade.
- Medium bank of storage cascade
- Low bank of storage cascade

Priority Fill System:

Vendor shall provide PLC Controlled Priority fill system with compressor top-up facility inclusive of regulating valves by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural.


The priority fill system is to be installed to ensure that vehicle filling takes priority over cascade filling and direct CNG TO THREE STORAGE BANKS IN CORRECT SEQUENCE.

The compressor shall shut down once all three-cascade storage banks are filled to 250 Kg/cm² g.

Compressor shall start on pressing of manual start push button & automatically when the cascade storage high bank pressure of compressor falls to 200 Kg/cm² g and shutdown automatically when all 3 stages of stationary cascade are filled to a pressure of 250 Kg/cm² g

Full bore ball valves shall be provided so that compressor can take suction either from LCV cascade or stationary cascade.

All fittings and tubes used in priority system shall be of stainless steel of suitable pressure rating.

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End connections shall be 3/4" size pipe OD.

Priority panel shall be of 3 Bank priority panel along with emergency actuators.

CASE – I: Valves positioned to take suction from LCV /HCV cascade.

a) If the LCV cascade pressure is more than 200 kg/cm², the gas dispensing should take place directly from LCV to dispenser bypassing booster compressor.

b) Compressor shall start on pressing of manual push button or auto start when the LCV Cascade and Stationary cascade at all banks pressure falls below 200 kg/cm². The priority of filling shall be as follows;

- First priority: Priority panel shall first fill the vehicle through dispenser
- Second priority: If no vehicle is to be fueled, priority panel shall fill the stationary cascade. The compressor shall shutdown automatically when either all stages of stationary cascade are filled to a pressure of 250 kg/cm² or pressure in mobile cascade is less than 30 kg/cm².

CASE – II: Valves positioned to take suction from Stationary cascade.

a. Dispensing shall be done through stationary cascade without compressor running, if stationary cascade pressure is more than 200 kg/cm².

b. Compressor shall start on pressing of manual/auto start push button if stationary cascade pressure is less than 200 kg/cm². Dispensing into the vehicle should take place as usual. Compressor shall trip if either there is no vehicle for fueling or pressure in stationary cascade is less than 30 kg/cm².

Note: Automatic selector switch shall be provided at Booster compressor panel to switch valve positioning as per above Case I and Case II.


The booster (Compressor) shall be suitable for continuous operation on variable suction pressure from 250 Kg/cm² to 30 Kg/cm², supplied through LCV/HCV mounted CNG storage cascade and discharge pressure of 250 Kg/cm².

Compressor shall be designed to ensure flow capacity as follows:

Average flow capacity (over full range of suction pressure 400 SCMH from 200 Kg/cm² to 30 Kg/cm² varying on continuous basis):

Noise level shall not exceed 75 dBA @ 1 mtr from the compressor package enclosure.

Framework shall be mounted on a suitable skid type base, external-lifting lugs shall be provided at each corner. Package shall not be larger than 3.1m x 2.2 m x 2.8 m size (length, breadth, height). The compressor package control system shall be so designed that the first item to go into alarm condition shall "Lock out" to indicate the cause of the trip though the cause of the trip may have disappeared. The lock out condition shall be manually reset.

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An automatic restart shall be provided on restoration of power with a 10-second delay after temporary interruption. Existing alarm condition shall remain indicated.

The compressor shall be designed to work for full suction pressure range of 250 Kg/cm² to 30 Kg/cm².

Compressor instrumentation/protection/indicator devices including: -

This specification does not specify each and every piece of equipment or item; nevertheless, all items required for **safe, trouble free and continuous operation** of the booster compressor package are deemed to have been specified in this specification and shall be in bidder scope without any price implication in price or time schedule.


Indicators:

- 7.1.1 Pressure indicator at each stage suction and discharge.
- 7.1.2 Temperature indicator at each stage suction and discharge (before & after cooler).
- 7.1.3 Oil pressure indicator.
- 7.1.4 Oil cooler temperature indicator.
- 7.1.5 Radiator water temperature indicator (Before and after cooling)
- 7.1.6 Oil level indicator.
- 7.1.7 Non-resettable hour meter.
- 7.1.8 water pumps discharge pressure.
- 7.1.9 Cooling water temperature transmitter
- 7.1.10 Pressure indicator at all bank of priority panel.
- 7.1.11 Others as considered essential for safe, trouble free and continuous operation.
- 7.1.12 Low lube oil pressure transmitter.
- 7.1.13 Low oil level protection switch/level indicator, if required.
- 7.1.14 High discharge temperature transmitter for each stage of compression.
- 7.1.15 High discharge pressure transmitter for each stage of compression.
- 7.1.16 Low and high gas suction pressure transmitter.
- 7.1.17 The electrical parameters like the power factor, voltage, current of all 3 phases and KW data should be provided to the compressor PLC
- 7.1.18 The Emergency Shut Down (ESD) command should be given by PLC
- 7.1.19 Abnormal (**Low/High/phase reversal/single phasing**) voltage protection (+/—15%)
- 7.1.20 Others as considered essential for safe, trouble free and continuous operation.

Vendor to provide the compressor data sheet and alarms & trips filled in all respect.

a. COOLERS

Each compressor package shall be complete with its own cooling system. The cooler shall be air/water-cooled heat exchanger. Cooler design shall be on the basis of 20% extra design based on the thermal duty at **most severe condition**

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corresponding to suction temperature and ambient temperature. Oil cooler shall be so designed that the vendor's maximum permissible temperature is not exceeded at the maximum ambient temperature of 50°C Relative humidity-100%.

Vendor has to provide the design calculation along with the data sheet for Air cooler for Oil & Gas (Inter/After) in all respect.

b. SEPARATORS & BLOW DOWN GAS RECOVERY DRUM

If required, the contractor shall provide gas recovery system with gas recovery vessel. The gas recovery vessel shall be provided with pressure relief valve and necessary instrumentation to avoid cold flaring of gas. Gas recovery vessel shall be in compliance with the ASME/IBR code.

Vendor has to provide the datasheet for Separators & Blow down recovery Drum in all respect.

c. SUCTION/ DISCHARGE FILTER

The ingress of oil into CNG adversely affects vehicle emission and storage system; hence vendor shall supply oil separators after cooler at each stage with automatic and manual drain. The maximum permissible oil content in **CNG is 3 PPM.**

In case of lubricated cylinders' contractor to supply a proven, maintenance free oil removal system after after-cooler to remove oil from compressed gas. The offered oil mist removal system shall restrict the oil to less than 3 PPM in discharge of compressor.

Vendor has to provide the datasheet for Suction/Discharge Filter in all respect.

d. NITROGEN PURGING


Vendor has to provide Nitrogen purging connections at various locations on Gas compressors and interconnecting piping for removal of CNG from the system as per operation philosophy. All Nitrogen connections for purging within the package shall be in vendor's scope of supply.

e. INSTRUMENTATION AND CONTROL:

For details of Instruments to be used and Control system in Gas compressor units refer clause 7 and 9

f. PRESSURE VESSELS USED IN A PACKAGE

Vendor shall select suitable type and size of vessels as per the process requirement with the basis of Design and Operating Condition. Vessel design shall be in vendor's scope. Each pressurized component of the compressor package shall be subjected to hydraulic proving test with Radiography Test (RT) /Ultrasonic Test (UT) to be done and final assembly shall be performance tested and certified. Defective welding found through radiography shall be chipped out, re-welded and re-radiographed, plus any other additional radiographs or test required by applicable

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design/construction code are to be carried out. All Fillet welds should be DP/MP tested.

8. TECHNICAL SPECIFICATION OF PRIORITY PANEL

a) SCOPE OF SUPPLY


Vendor shall provide PLC Controlled Priority fill system with compressor top-up facility inclusive of regulating valves, by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural. The priority fill system shall be installed to ensure that vehicle filling takes precedence over cascade filling. Full bore ball valves shall be provided so that compressor can take suction either from LCV cascade or stationary cascade. valves for LCV cascade, stationary cascade and compressor shall be ¾" SS 316 L OD and other tubing and valves shall be ¾" OD size. End connections shall be ¾" size OD. Priority panel shall be of 3 line 2 Bank priority panel along with emergency actuators.

Following are minimum accessories for priority panel.

1. Interconnected SS tubing and manifold (¾" tube size)
2. Isolation valves for each line towards fore court/dispenser as well as cascades
3. Pneumatic (air) actuated Ball valves/Electro valves (Seitz make) with due approval of MNGL for sequencing of priority panel.
4. Safety relief valves, Bleed valves, Non return valves and vent system
5. Pressure gauges (Glycerin filled)
6. Priority Panel shall be either Pressure Operated Spring Loaded Priority Valves/electronic type and PLC based.
7. Clamps to fit the pipes & valve to the main frame
8. Any accessories which vendor feels necessary for better performance.

b) OPERATION PHILOSOPHY

1. If the mobile cascade pressure is more than 200 kg/cm², the gas dispensing shall take place directly from mobile cascade to dispenser bypassing booster compressor Interconnected SS tubing and manifold (¾" OD tube size)
2. Compressor shall start on pressing of manual/auto start push button when the mobile/stationary cascade pressure falls below 200 kg/cm².
3. First filling priority shall be vehicle through dispenser and if no vehicle is to be fueled the filling priority shall be stationary cascade and compressor shall shutdown automatically when either all stages of stationery cascade are filled to a pressure of 250 kg/cm² or pressure in mobile cascade is less than 30 kg/cm².
4. In case of non-availability of mobile cascade, compressor suction should take gas from stationary cascade with same start stop logic as defined in above clause 2 and dispensing into vehicle should take place as usual. No gas shall be routed to stationary cascade again in case of non-availability of refueling vehicles at the outlet.

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5. Compressor shall trip if either there is no vehicle for fueling or pressure in stationary cascade is less than 30 kg/cm².

c) SPECIFICATION

Priority Sequence:


- 1) Fore-court/Direct Car Dispenser
- 2) High Pressure Bank
- 3) Low Pressure Bank

Filling System: 2 (Three)-Line bank system with a separate priority to the forecourt

9. TECHNICAL SPECIFICATION OF INSTRUMENTATION AND CONTROL.

➤ **AUTOMATION:**

1. The operations services required to be carried out by vendor remotely from their control room by 24x7 through automation however, one operator in 1 shift of 8 hours 365 Days including Sunday all holiday needs to be deployed at each station, the shift timing shall be defined by the EIC of MNG. In case the operations period exceeds for more than 1 shift then payment shall be made on proportionate basis as per prices quoted by the bidder.
2. The compressor package shall be equipped for automation to operate remotely and locally with instrumentation & control is to be configured for including starting, shutdown as applicable for unmanned operations.
3. PLC shall be suitable for recording of compressor parameters as indicated in instrumentation and all other parameters that are recommended by the compressor manufacturer for recording on hourly basis for the last 24 hours.
4. PLC shall be configured as a remote terminal unit of supervisory control and data acquisition system (SCADA) complete with Ethernet Port shall be readily configurable for communication over MODBUS protocol through Leased Line/MPLS/VSAT/RF.
5. There shall be three independent ports (one for HMI, 2nd for Vendor remote connectivity and 3rd port for MNG SCADA connectivity) available in the PLC with all the parameters available on each individual port.
6. Panel shall be complete with start and stop push buttons, hours run meter, power on and fault indication lamps, fault reset button. All necessary timers and intrinsically safe relays to control the system on an automatic starting and stopping basis shall be provided. The compressor package control system shall be designed for unattended operation in automatic mode and in case

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of any fault it will go in a safe mode.

7. Bidder shall send daily report, weekly report, fortnightly report and monthly report to MNGL. In addition to these reports, vendor shall submit the reports required by MNGL EIC.
8. Bidder shall provide provision to keep SIM card in hardware for connectivity with MNGL control room/SCADA etc.
9. Bidder shall provide provision to connect 2 CNG car dispensers in compressor PLC through RS485 and the same shall be display in HMI.

General specification of instrumentation for PLC and SCADA


- 9.1 Door interlocked isolator
- 9.2 Panel complete with start and stop push buttons, hours run meter, power on and fault indication lamps, fault reset button.
- 9.3 All necessary timers and intrinsically safe relays to control the system on an automatic starting and stopping basis.
- 9.4 All the interlock, monitoring and controlling of the CNG compressor package shall be done through PLC based control system which will be of proven type and the Make of the PLC shall be of **Siemens** (S7 300/ S7 1200) and **Telemechanique/Schneider** (M340) of **latest version** or equivalent with prior approval of MNGL. **The make, CPU model, Modbus Module, Ethernet Module refer Annexure- V**

In case of Siemens make, the PLC shall be compatible to:

- a) STEP 7 Simatic Manager V 5.5 software, SP2 or Windows 7
- b) SIRIUS, SIMOCODE ES 2007 Premium Floating License software, SP2 or Windows-7
- c) SIMATIC WinCC flexible 2008 standard software, SP2 or Windows 7
- d) TIA Portal software, SP2/ Windows 7/ Windows 8/ Windows 10


In case of Schneider make, the PLC shall be compatible to:-

- a) *Unity Pro XL V5.0*
- 9.5 PLC shall be housed inside flameproof IIA/IIB (Ex'd') switchgear and shall be mounted on compressor enclosure. Local operator panel shall also be provided on the Flameproof switchgear. The operator panel is provided for parameterization, indication, monitoring, alarms and First out sequence of the system. PLC system shall have Memory Modules for storing user programs, symbol lists, Program comments and should facilitate debugging / trouble shooting without the Application Program. Program shall be ladder logic and communication shall be in English


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language for each run. Program should have signal/parameter tags as labels for easy identification/troubleshooting. Each section of the program whether it is in the form of rung or page or network should have comment to classify the interlock being executed. A soft copy of the program should be sent by email/CD.


- 9.6 The Protocol and the other details for Interfacing should be specified clearly. The Communication protocol should be an open protocol
- 9.7 Power supply to PLC supply shall be 24 VDC.
- 9.8 The PLC chassis should be expandable type with 3 slots remaining unused (reserved for future use). Also 25% channels shall be kept unutilized for further use. This shall be applicable for each type of inputs and output.
- 9.9 The PLC should have an Industrial Ethernet Module (with Master Driver License) with min Two Ethernet port (2 X RJ45 CONNECT FOR LAN WITH 10/100 MBIT/S), Configured and programmed, to establish remote communication of PLC with the SCADA server
- 9.10 The PLC Main Program and Subprogram & HMI program should not contain any password.
- 9.11 The parameters such as gas Inlet Pressure, discharge pressure, discharge temperature, gas flow rate, Lube Oil Pressure, Water Pressure, Water Temperature & Electrical Parameters like the Power Factor, Voltage, Current data should be displayed in the MMI.
- 9.12 I/O Mapping and Message Transfer Block Programming is required for the Parameters mentioned in Point No.9.11 so that the data can be polled from the SCADA Server by IP addressing mode. The register addressing of the I/O list & alarms should be provided in tabular format by email/CD.
- 9.13 Memory/working memory of the PLC CPU shall be sufficient so as to accommodate additional logic development/modification in the prevailing logic of the compressor package required for SCADA integration.
- 9.14 The data for the parameters as mentioned in Point **9.11** should be available in PLC. The PLC address at which the following data resides should be mentioned separately should be provided in tabular format by email/CD.
- 9.15 PLC hardware shall be in accordance with IEC-61131-2 and PLC software shall be in accordance with IEC-61131-3. PLC programming shall be done as per IEC 61131-3 i.e. Statement Lists, Function Blocks and Ladder diagram. Offered PLC shall have facility for Online Programming through Laptop & SCADA.

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- 9.16 PLC shall be good enough for recording of compressor parameters such as flow rate, total quantity of gas compressed, inlet – outlet pressure, inlet –outlet temperature, and all other parameters that are recommended by the compressor manufacturer for recording on hourly basis for the last 24 hours. Also, PLC shall be able to record the last 30 Alarms of abnormal operations (which can be viewed on PLC). PLC shall be suitable for interfacing with printer (HP Laser printer) for getting the printout of the parameters recorded (as mentioned above) for the last 24 hours. The units of measurement for flow shall be Kg/hr, for pressure shall be kg/cm² or Barg and for temperature shall be degree C. If scrolling is required for viewing the parameters, then the scroll buttons should be installed outside flameproof housing so that various screens can be monitored without opening the flameproof enclosure. However, the area classification shall be strictly as per clause 6.3 above. Alarms of Abnormal Conditions are required to display only in MMI according to Date and Time. However, Recording and Printout of all Parameters is not required. Real time Data of the Compressor Parameters are required to be display in the MMI. All the parameters and alarms shall be downloadable with laptop in simple MS Excel-04 format.
- 9.17 PLC/HMI should have memory retention in case of power failure. Moreover, additional CPU reset/ restart or program reset/upload should not be required in case of power restoration.
- 9.18 As built drawing of the PLC panel should be provided by email/CD. This should include the PLC rack configuration, I/O allocation along with addressing, wiring diagrams of PLC cards & complete cable termination schedule (inclusive of the spare channels).
- 9.19 Compressor shall be supplied with SCADA compatibility with 2- independent port RS 485 Modbus module (Master Module) / 2- separate single port RS 485 Modbus module (Master Module) for dispenser communications in addition to the port mentioned in 16.4.1.5. The type of connector should be informed in advance.
- 9.20 Compressor shall be equipped with RS-485 Isolator/ Repeater (Qty.: 01 No./ Modbus Module), preferable makes (P+F/ MTL/ ICP I-7510 CR)
- 9.21 The Emergency Shut Down (ESD) command should be given by PLC.
- 9.22 Bidder to provide required licensed software for each CNG compressor package for Man Machine Interface (MMI) which shall be PC based & necessary interconnecting cables. A soft copy of the MMI software is to be provided by email/CD. The IP address of MMI should be configurable.
- 9.23. Display shall be of minimum 4-line display and shall have provision to access keypad button without opening flame proof enclosure.

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- 9.24 A separate spare channel/interconnecting pipe is to be provided from Electrical Flameproof panel to PLC Flame Proof Panel for Modbus and Ethernet Cat-6 cable (please consider dia. for 2 cables to be equivalent to 3* 2.5sq mm each) entry to be connected to the PLC system.
- 9.25 Text display shall be provided and touch panels are not acceptable.
- 9.26 MMI shall be suitable for visualization of all the graphics screens, parameters, Alarms, trips, data acquisition, monitoring and logging, annunciation etc. All electrical and electronics equipments of the compressor shall be housed in single flameproof enclosure. Necessary cable & other auxiliaries required from PLC to MMI shall be in bidder's scope. CNG Station electrical room will be approximately 75 Mts from the compressor.
- 9.27 PLC & Electronic controls shall be housed in flameproof control panel & shall be mounted on compressor skid itself. Main cable entry shall be bottom to up. Also control panel shall have 2 nos. spare 2.5 Sqmm slots with DC copper gland arrangement.
- 9.29 Bidder to quote for complete package with all relevant panels required for the compressor to perform as desired. The electric panel shall consist of electric MCC, switchgear, contractors, power supply distribution panel etc and shall be located in hazardous area. The compressor package with control panel (including PLC and other controls) and other electric / electronic instruments etc shall meet hazardous area classification of Class I, Division I, Group D as per NEC or Zone I, Group II A/II B as per IS/ IEC.
- 9.30 The auxiliary motor should have easy accessibility for maintenance and monitoring
- 9.31 Electrical Control Panel: -**
- a. Codes and Standard:**
- | | |
|--|---|
| i. Starter | : IEC- 947.4.2 / EN 50081-1. 50082-2 & 60204-1 |
| ii. Metal Enclosed Switchgear | : IS- 3427 |
| iii. Current Transformers | : IS- 2705/BS: 7626 |
| iv. Degree of protection | : IS- 13947 (Part-1) / IEC: 947-1 / BSEN: 60529 |
| v. Electrical Relays for Power System protection | : IS- 3231,3842/BS:142/IEC:255 |
| vi. Electrical Indicating Instruments | : IS- 1248/BS: 89/IEC: 51 |
| vii. AC Electricity Meters | : IS- 722 / BS: 2692 |
| viii. Specification for copper rods and bars for electrical purposes | : IS - 613 |
| ix. Code of practice for phosphating iron and steel | : IS- 6005 / BS: 3189 |

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b. Construction Details:

The switchgear shall be metal enclosed, modular type suitable for Outdoor floor mounting and shall have following features.

- (i) Shall be fabricated by using cold rolled sheet steel.
- (ii) All cubicles / panels shall comprise of rigid welded structural frames made of pressed and formed cold rolled sheet steel of thickness not less than 2.0 mm. (14SWG) Cladding of the frames and doors shall be made out of 2mm(14SWG) & 1.6 mm.(16SWG) thick sheet steel respectively. All cable gland plates shall be made out of 3 MM (10SWG) thick sheet steel plates.
- (iii) Switchgear busbars shall be of uniform cross section throughout the length and made of high conductivity, electrolytic copper conductor.
- (iv) Busbars shall be provided with at least the minimum clearances in air as per IS standards.
- (v) All busbars, bus taps shall be insulated with close fitting sleeve of hard, smooth, dust and dirt free heat shrunk PVC insulation of high dielectric strength to provide a permanent high dielectric non-aging and non-tracking protection, impervious to water, tropical conditions and fungi. The insulation shall be non-inflammable and self-extinguishing and in fast colors to indicate phases. The joints shall be insulated in such a way as to provide for accessibility of contact bolts for maintenance. The dielectric strength and properties shall hold good for the temperature range of 0 to 90 degree centigrade. If the insulating sleeve is not colored, busbars shall be color coded with colored bands at suitable intervals. Both main horizontal busbars and vertical busbars serving modules shall be insulated.
- (vi) Clamping arrangement shall be provided for incoming & outgoing cables.

c. Pretreatment and Painting:

- (i) All metal work of the fabricated panel shall undergo a seven-tank process of degreasing, pickling in acid, cold rinsing, phosphating, passivating etc. in seven-tank treatment plant before painting.
- (ii) The treated panel shall be painted in 2 coats of high corrosion resistant primer. The primer shall be baked in oven.
- (iii) The finishing treatment shall be by synthetic enamel or epoxy paint with powder coated finish, as specified. In case of powder coated finish (b) above is not applicable.

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b. Molded Case Circuit Breakers:

- (i) Molded case circuit breakers (MCCB) shall have Thermal magnetic/Microprocessor-based release with overload, short circuit & earth fault protection, as specified. The release shall have communication in future if specified. The MCCB shall be suitable for adapting accessories, such as auxiliary contact block, extended terminal cover & phase barrier etc.
- (ii) The input and output terminals of the MCCB unit shall be extended and separated so that copper cables of given sizes can be easily terminated in the panel.

c. Earthing:

Metallic part of all equipment not intended to be alive shall be connected to earth as per provisions of IS: 3043/IEC recommendation. Grounding of all electronics shall be separately connected to earth using insulated copper wire. Grounding of electronic equipment shall not be connected to earthing for electrics.

d. Miscellaneous Items

All the cables shall be laid in through galvanized cable tray or dressed properly within the compressor.


Adequate fixed flameproof lighting (Considering the size of canopy minimum at 1 or 2 locations) shall be provided inside the enclosure.

All FLP light inside enclosure should be CFL/LED lamps.

10. Electrical motor and Electrical parameters:

All electrical shall be suitable for the following supply conditions.


- 10.1 Electrical operating voltage : AC, 3 phase, 415 V, 50 Hz
- 10.2 Electrical control voltage : 240 VAC, 50 Hz (under supplier's scope)
- 10.3 Tolerance of voltage : $\pm 15\%$
- 10.4 Tolerance of frequency : $\pm 3\%$
- 10.5 motor mounting : Horizontal foot mounting
- 10.5 Main Motor rating : 22 Kw
- 10.6 motor efficiency : To be indicated
- 10.7 Synchronous Speed : To be indicated
- 10.8 Other auxiliary motors : To be indicated
- 10.9 **All cables supply including main incoming cable from owner PDB (Power Distribution Board in Electric room) to control panel of the booster compressor, air compressor, dryer and all interconnecting Cables including**

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complete accessories like double compression cable, FLP gland, cable tags, Lugs etc. as required & its laying, termination (at control panel and to compressor package) & erection shall be in bidder scope.

Bidder to consider maximum 80 mtr. length for each cable (required for total setup) from PDB.

- 10.10 All solenoid coils, power contactors etc. shall have operating voltage of 240VAC, and 50 Hz.
- 10.11 Motor shall be TEFC squirrel cage type in standard frame size as per IS/IEC rated for continuous duty with high efficiency and designed for star/delta starting. Motors shall be suitable for starting under specified load conditions with 75% of rated voltage at the terminals. Motor torque shall be compatible with speed torque curve of compressor. Motor windings shall be class 'F' insulated with temperature rise limited to class 'B'. Minimum degree of protection of motor enclosure shall be IP55 as per IS. Motors for use in hazardous areas shall have flameproof protection Ex(d) as per area classification and motor starting control would be through a star-delta starter and shall be housed inside flameproof panel
- 10.12 The motor name plate rating (exclusive of service factor) shall be minimum 110% of the greatest HP required under any of the specification operating conditions. All motors shall be tested in accordance with IS/IEC.
- 10.13 Each motor shall compulsorily be protected with thermal-magnetic over current relay.
- 10.14 The electrical power supply distributions panels, switchgear panels and starter panels shall be skid mounted construction, weather and vermin proof suitable for installation in the compressor package. There shall be FLP push button panel available at the compressor skid. The switch gear shall have one incomer and adequate number of outgoing feeders. The incomers shall be provided with suitably rated switch fuse unit, ammeter, voltmeter with selector switch, energy meter, PF meter, etc. Motor feeders shall be provided with heavy duty switch. HRC link type fuses, contactors (AC-3 duty), bi-metal relay, single phase preventor, ammeter, push buttons, earth leakage relays, and indication lamps for Start/Stop/Trip, etc. Adequate number of MCB feeders for control and lighting shall be provided. Supplier shall furnish single line diagram of the panel with the bid.
- 10.15 There shall be separate panel for main incoming switch (MCCB) and the starter of main motor.
- 10.16 There shall be a minimum clearance of 30 mm between the two power contactors and between the other switchgears (as per relevant standards).

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10.17 Suppliers shall make provisions for earthing of the complete package as required as per IS.

10.18 All electrical shall comply with latest IS/IEC. Epoxy based paints shall be applied on all electrical equipments.

10.19 Supplier's scope shall include obtaining statutory approvals for the complete package, wherever necessary.

10.20 Pre-lubricated sealed bearings for all motors may be considered provided a full guarantee is given for 4 to 5 years of trouble – free service without necessity of re-lubrication.

10.21 Copper lugs shall be used for all cable terminals

10.22 Preferred makes of electrical equipment's shall be as follows:

10.22.1 FLP motors : ABB/ Siemens / BALDOR / WEG/ Crompton Greaves/ Bharat Bijali

10.22.2 FLP Switchgear : Baliga/FCG/FPE/Sterling / Flexpro / Shyam / Sudhir or Equivalent subject to MNGL approval. FPL Switchgear should have valid CCOE approval.

10.22.3 Switches/fuses/contactors: GEC/Siemens/Schneider

10.22.4 PLC : Siemens / Schneider / Telemecanique

10.22.5 IR Gas detectors : Detcon (IR700)/ Det-tronics (PIRECL)

/Crowcon (Nimbus)/ ESP / Honeywell or equivalent subjected to MNGL approval. Refer Annexure-II.

10.22.6 UV Flame detectors : ESP. Refer Annexure-II for technical details

11. Special Instruction:

11.1 Vendor's scope:


11.1.1 Compressor package including accessories as specified in this document as well as other components required for safe and healthy operation of the skid. (including package internal cabling and tubing and other accessories)

11.1.2 Appropriate length and size tubing and fittings of specification as described in this document.

11.1.3 All Gauges shall be glycerin filled

11.1.4 Transport and unloading/loading at store/site of the above-mentioned material.

11.1.5 PESO Govt. of India type approvals for components as per Gas Cylinder rules 2016.

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- 11.1.6 Providing test certificates as well as other required documents with the package as per purchaser's requirement.
- 11.1.7 PLC program, software and connection cable to be supplied with every PLC.
- 11.1.8 Detailed 2-day training for purchaser's representatives on the package supplied.
- 11.1.9 Supplier has to take special care that the high pressure tubing does not foul with the compressor canopy (or any other part).

11.2 Purchaser's scope:

- 11.2.1 All civil works and foundation design, however the bidder shall furnish all the relevant data for design of any pedestal/foundation. Grouting of equipment including supply of material is a part of erection and is in scope of Supplier.
- 11.2.2 Electrical connection to the compressor distribution panel.**
- 11.2.3 CNG Dispensers, Cascade and Interconnected SS tubes & fittings.**

12 GAS DELIVERY SYSTEM

General Specification and Description of Gas Delivery System

- 12.1 (SS 316) of adequate size of approved makes as per Table V Valves shall be provided outside the enclosure.
- 12.2 Gas meter : Mass flow meter based on Coriolis principle of Micromotion, USA (Sensor Model CNG 50 or higher and transmitter model 1700 or higher) or equivalent Endress + Hauser make (Model CNG mass), complete with remote electronics shall be provided **discharge line** of the compressor and same shall be interfaced with PLC. The PLC interfacing shall be through RS 485 signal only. In addition to this the flow meter shall have a head mounted display, where the parameters such as flow rate (Kg/hr.), cumulative gas compressed (in Kgs) etc. can be independently viewed. The inbuilt totalizer shall be non-volatile, non-resettable type and shall be suitable for hazardous area classification.


Mass flow meter input as well as output shall be considered in the logic to run the compressor. In case, mass flow meter is not functioning properly, or their signal is not available to the PLC, compressor should trip or shall not start.

Final gas outlet connection : Final outlet connections from the priority fill panel shall be of minimum 3/4" full bore ball valve with 3/4" O.D double compression type SS-316 fitting end connection arrangement.


13 SYSTEM ENCLOSURE

General specification and Description of enclosure


- 13.1 Each compressor module shall be housed within a purpose built aluminum / cold rolled carbon steel (CRCS) acoustic compressor enclosure. The units shall incorporate a rigid framework with a combination of fixed and removable panels.

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- 13.2 The enclosure shall be assembled onto the package base plate at the suppliers works to give a fully transportable unit
- 13.3 Enclosures shall be designed to include cooling air inlet and outlet louvers together with a forced ventilation system to prevent the possibility of gas build up inside the enclosure. Suitable interlocks shall be built in for clearing entrapped gases (if any) within the enclosures before the startup of the electric motor / compressor.
- 13.4 The maximum temperature within the enclosure shall be limited to 50 °C based on the ambient temperature of 47.5 °C. Adequate ventilation fans shall be provided to meet the above and also to account heat dissipation of the coolers.
- 13.5 Enclosure shall provide a degree of protection equivalent to IP 55 or better.
- 13.6 Enclosures shall be engineered to give a noise level of maximum 75 dBA measured at 1 meter from compressor at site. Materials shall be non-combustible to deter spread of flame requirements. A typical layout drawing showing the surrounding of the Online Compressor package and the points (located at 1 meter from compressor package enclosure) at which noise level reading shall be taken is attached as **Annexure III**. Any compressor auxiliary motors installed externally to the enclosure shall be considered as part of the compressor package for meeting the noise level requirement.
- 13.7 The enclosure shall be designed for ease of access to the equipment within and has suitable entry doors.
- 13.8 To prevent the discharge of gas into the enclosure, all safety relief valves within to be connected to a manifold. From this connection a single pipe passes through the enclosure roof to a vent stack to allow satisfactory dispersion of gas at a height of minimum 3 meters from working platform of booster compressor.
- 13.9 A viewing window at operating level to be fitted to allow monitoring of gauges, etc. without entering the enclosure.
- 13.10 The enclosure shall be finished in a weatherproof paint finish, external color supplied to customer requirements. The external surfaces of the enclosure shall be painted. The paint shall be chosen, primed and applied as to have a service life of ten years. The exterior of the equipment's, piping, enclosure, hinges, locks, handles etc is required to be corrosion free for ten years and to have fade free life without oxidation of paint surface for five years in an environment of bright sun light with an intense UV content and tropical climatic conditions. The interconnecting radiator piping shall also be painted as per above specification. MNG logo and name shall be printed on 2 side of enclosure. Bidder shall be provided with color code, logo design and size by MNG

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- 13.11 External flameproof emergency stop push-button shall be fitted to wall of enclosure close to main access door. Also the Emergency shut off push buttons of 3 Nos., one to be provided at compressor body & other at dispensing area and 1 no. ESD in the sales room. Bidder to assume that the sales / control room and dispensing area, each, will be 75 Mtrs. away from the compressor. Bidders to include the cables along with cable trays / flexible PVC ducts for Emergency stop push buttons and have to install the same at the site. Cables shall be PVC insulated and of 1.1 KV grade copper armored. Any unutilized cables shall be returned to MNGL with no extra cost.
- 13.12 Enclosure gas detection system consisting of 2 nos. Infrared type LEL detectors and 2 nos. flame detectors (UV/IR type) shall be provided. The detectors shall be re calibrated at site during commissioning so that it is valid for 1 year. Also the performance of the detectors shall be demonstrated at the time of commissioning.
- 13.13 Adequate fixed flameproof lighting (minimum at 2 locations) shall be provided inside the enclosure.
- 13.14 The compressor packages are intended to be installed at existing petrol pump outlets/retail outlets which have limited space. Bidder shall optimize the compressor package for minimum possible space requirement considering space constraint. **The maximum size of the package shall be optimized to 3.5-meter length x 2.5-meter width (no projection shall be allowed beyond this dimensions)**
- 13.15 Suitable gradient shall be provided on the enclosure roof for rain drainage and to avoid water pockets. Enclosures shall be designed with proper rain protection in the ducting or any other cut out to protect the inside equipment from rain water.
- 13.16 For handling of all heavy parts for maintenance purpose suitable lifting arrangement shall be provided i.e. beam fitted with chain hoist arrangement. The chain hoist arrangement i.e. chain pulley block shall be removable type, which can be disassembled and shifted onto the other machines. 1no. shall be provided for tendered quantity of compressors. Eye bolt arrangement shall be provided on heavier components like electric motor, cylinder crankcase, and wherever felt necessary for lifting during maintenance.
- 13.17 Enclosure should be designed for Installation of 3000 Ltr. Stationary Cascade of 7.0 tons (Approx.) above the booster compressor package. The Approx. dimensions of the cascade are 3700mm (length) x 2000mm (width) x 2000 mm (height). Final GA drawing of Cascade shall be shared after award of PO to successful bidder. The bidder shall also provide 2 nos. monkey ladders for safe climbing on the top of the canopy along with hand railing on the top for ease maintenance and operation. Provision should be made such that, the cascade can be placed anywhere above the canopy. The bidder shall ensure that adequate space (minimum 2 feet width)


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walk way in front side of cascades (i.e. valve mounting side) is available for carrying out routine checking / maintenance.

- 13.18 P&ID shall be embossed on SS plate of size 300 mm X 420 mm and displayed on compressor encloser. Exact location will be informed to the bidder along with MNG logo and other details.
- 13.19 The compressor shall be assembled in an enclosure onto the package base plate/frame along with water cooler, electric panel and air compressor at the suppliers works to give a fully transportable unit.


14 OTHER SALIENT TECHNICAL TERMS & CONDITIONS

- 14.1 The whole compressor package shall also conform to specific requirement of CNG code/standard NFPA 52: 1992 (USA Origin)/NZS-5425: 1994 (New Zealand Origin), as applicable for CNG installations, and specifications and requirements given in the tender document. Standards specific to equipment are listed in the data sheet for design, engineering, fabrication/assembly, manufacture and testing. Bidder shall mention the design code of their model of compressor in the data sheet.
- 14.1 Complete compressor package including priority panel, all electrical / instruments shall be suitable for use in hazardous area Class-I, Division I, Group-D as per NEC or Zone-I, Group IIA/IIB per IS/IEC specifications or equivalent specifications.
- 14.2 Complete compressor package shall be designed and constructed for continuous operation at full load at the specified operating conditions.
- 14.3** Facilities of utility air and water shall not be available at the CNG refueling stations. Therefore, bidder is to design the lubrication systems, cooling systems and control systems of different equipment without utility air or water.
- For instrument actuation preferably pneumatic (air) operated actuator should be used. Bidder to include air compressor with moisture separator inside package for instrument actuation with motor rating 1.5 Kw. Air compressor to be supplied should be preferably of approved make as per Table V, air receiver of minimum 100 water liter capacity shall be provided. Air receiver shall be provided with SRV, pressure switch, pressure gauge and drains. Pressure switch and gauge shall have isolation valves.
- 14.4 Complete compressor package shall be designed for operation suitable for climatic area applicable for India (Mumbai). Heat exchanger shall be capable of maintaining suction and discharge temperatures within specified limits for continuous duty operations at maximum ambient temperature applicable for India (Mumbai).
- 14.5 Adequate corrosion allowance shall be kept for compressor, vessels and other pressure parts of the package in contact with process gas, matching to Indian


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climatic area and gas quality. Natural Gas although dry may have high percentage of CO₂ (2 to 5 %) and other corrosive elements such as odorant (Mercaptan), Sulphur which may start corrosion in presence of moisture. All material coming in contact with gas shall be compatible with such gas.

- 14.6 Bidder to clearly specify the type of lubricating oil and quantity of maximum oil carry-over (in ppm) in CNG, after coalescing filters, in case oil lubricated compressor is offered.
- 14.7 Compressor package shall be suitable for continuous heavy duty operations with facilities as mentioned below, on a free standing single skid having vibration dampener pads (if required), preferably without any need for anchoring of the compressor skid to foundation. The free-standing compressor skid shall be placed on the firm cemented ground for quick start up.
- 14.8 Bidder shall clearly specify the type of foundations required to be constructed for their model and whether it is required to be anchored to the foundation or free-standing. In case of anchoring, the details shall include the size of the foundation block, concrete material, grout material, steel reinforcement, compressor displacement dimensions, etc. These details to be submitted with the technical bid.
- 14.9 All equipments to be supplied, under the tendered work, shall be tropicalized (climate proofed) and designed to withstand temperature extremes applicable for Indian climate, dust penetration and high relative humidity.
- 14.10 Complete pipe work and tube work of each compressor package shall be designed so as to cause minimum pressure drop in the various systems. Under fast fill system, least frictional heat is to be transmitted into gas while fast filling of NGVs. Supplier will design the whole package in such a way that all equipment and sub-systems are modular in approach for easy maintenance. The scope of supply shall include everything necessary for correct and safe operation of whole station package.
- 14.11 Compressor along with its drive, lubrication system, inter cooler, after cooler, piping, electrical, instrumentation shall be packed on a single skid. The whole compressor package shall be on a single skid.
- 14.12 All gas piping shall be designed, fabricated and tested in accordance with ANSI B31.3. The material for gas piping shall be seamless carbon steel manufactured in accordance with ASTM A-53 Gr. B or ASTM A-106 Grade B.
- 14.13 All piping work shall be shown gas/water/air flow directions, preferably with colour code.

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- 14.14 Materials used for the high pressure tubing shall be stainless steel 316 tubing - high quality fully annealed seamless type austenitic hydraulic tubing to ASTM A269. Hardness Rb80 or less and suitable for bending and flaring. O.D tolerance shall not exceed +/- 0.005 ". All tubes shall be of as per Table V
- 14.15 All fittings on high pressure tube work shall be of double compression ferrule fitting of approved makes shall be of as per Table V and shall be of SS316 material only.
- 14.16 All the valves on high pressure tube work shall be as per Table V and shall be of SS316 material only
- 14.17 Bidder shall submit test certificate for physical properties, chemical analysis, tolerance, ovality for pipes, tubes and fittings. 100% tubing and piping after final stage discharge is to be hydro tested to 6000 psig pressure. Each tube/pipe to be individually stamped/ printed with grade, size, heat no. year and month of manufacture.
- 14.18 The compressor package is to be configured for and supplied with fully automatic control including unloading valves, automatic blow-down recovery system, start and stop pressure switches and timers, visual and audible indicators, relief valves and safety cut-outs necessary for safe and reliable operations.
- 14.19 Packages component such as valves, filters, electrical devices, pipe connection etc., shall be arranged so that operation and replacement readily possible without the removal of adjacent components.
- 14.20 Routine service item such as, but not limited to crank case oil filters, inter stage gas filters, inlet and outlet gas filters drive belt shall be located to facilitate easy one-man servicing.
- 14.21 Items, which must be operated or monitored during operation of the system shall be readily accessible without opening of the enclosure door.
- 14.22 Conduits and tubing shall be arranged in orderly and systematic manner and shall be routed neatly to enter the back of display or monitoring panels.
- 14.23 The package shall be totally self-contained complete with compressor including main electric motor, inter-cooler, interconnecting gas piping, water piping, air piping, electric panel, blow down system, coolers, priority fill panel and controls except for incoming gas supply.
- 14.24 In case of fault, a warning hooter with flashing light shall operate, the sound of which should be audible with 100 dB at distance of at least 15 meter. Acknowledgement / resetting of fault shall be possible only from compressor panel.

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15 The compressor automatic starting takes place:

- 15.1 When the minimum rated discharge gas pressure is reached.
- 15.2 By means of manual push-button control.

16 The compressor stops automatically:


- 16.1 When the maximum rated discharge gas pressure is reached and after the compressor has operated for 1 to 2 minutes on no load or bypass mode due to no demand of gas. However, provision shall be made to reset the time in the range of 30 secs to 30 min.
- 16.2 By means of manual push-button control
- 16.3 When minimum suction pressure is reached from mobile /stationary cascade.

17 The compressor shuts down (in manual as well as auto mode) :

- 17.1 When the minimum inlet gas pressure is reached.
- 17.2 When the maximum inlet gas pressure is reached
- 17.3 When the minimum oil pressure is reached
- 17.4 When the maximum discharge gas temperature is reached at each stage
- 17.5 When the maximum discharge gas pressure is reached at each stage.
- 17.6 When the maximum water temperature is reached
- 17.7 When gas and / or flame detector alarm activates
- 17.8 By means of manual push-button control/ESD control
- 17.9 Compressor bypass valve should be suitable for automatic operations with override for manual operations.
- 17.10 When the minimum water pressure / flow is reached
- 17.11 When maximum lubricating oil temperature is reached.
- 17.12 Low oil pressure is reached.
- 17.13 Due to abnormal or high vibration.
- 17.14 No signal/unhealthy signal from the mass flow meters.
- 17.15 When any auxiliary equipment like water pump, oil pump, heat exchanger fan etc failed.
- 17.16 Electrical Faults such as over voltage, under voltage, earth leakage, single phase, Phase reversal, over current
- 17.17 When earth fault current exceeds the set value.
- 17.18 Others as considered essential for safe operation of the system.
- 17.19 Each package shall be furnished with an audible and visual alarm system for annunciation equipped on compressor trip.

18 Emergency shut down device

- 18.1 The emergency shut down (ESD) system is also in scope of bidder. This shall be in accordance with NZS 5425. A fail safe system shall be designed and incorporated to isolate storage cascade from dispenser, stop compressor, isolate compressor suction and discharge line etc. on activation of ESD switch. This ESD switch shall have to be manually reset to restart the compressor package again. All the ESD system components, switches, valves, tubing & fittings shall be suitable to

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hazardous area and shall be supplied and installed by bidder at site. Total 3 nos. ESD shall be provided per package, as per clause 13.11 of technical specification.

19 SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE OF BOOSTER COMPRESSORS FOR PERIOD OF 5 YEARS.

19.1 During the warranty period of one year and four years after warranty period the bidder shall maintain the compressor with spares and consumables at his own cost. (MNGL reserve the right to commission the compressor with 2-month advance notice to bidder).

19.2 ACCOMMODATION/TRANSPORTATION/MEDICAL

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor personnel.

19.3 DISCIPLINE

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

19.4 GATE PASS/IDENTITY CARD

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

19.5 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES


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

19.6 SUB-LETTING OF CONTRACT

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

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by BIDDER provided each

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individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) **LIST OF SUB-CONTRACTOR TO BE SUPPLIED:**

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

iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:**

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

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

iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**


If any SUB-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 BIDDER request him to terminate such subcontract and the BIDDER upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-BIDDER(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- 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 BIDDER of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site. except for the authorized agent. Bidder shall mention the details of authorized agent in their bid.

19.7 COMPLIANCE OF LAWS


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

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- ii) The BIDDER shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the supplier for rendering services to PURCHASER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The BIDDER shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.
- iii) The BIDDER shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.
- iv) The installations where job is to be carried out are live and have hydrocarbon environment. Supplier shall comply with all safety and security rules and regulations and other rules laid down by PURCHASER for its operation. It shall be the duty / responsibility of the supplier to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the BIDDER's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.
- v) The BIDDER shall arrange for insurance of all this worker engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. PURCHASER has to pay compensation for a workman employed by the supplier due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the supplier and /or security deposit. Insurance of equipment after performance test shall be arranged by owner.
- vi) **BIDDER has responsibility as a Principal employer to check all the statutory compliances of the deployed staff at MNGL site by Sub-Letting contractors. BIDDER has to check all the documents and verify it. MNGL is not responsible for any dispute regarding statutory compliances.**

19.8 THE ENGINEER IN CHARGE SHALL HAVE POWER TO

- i) Issue the BIDDER from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the BIDDER shall carry out and bound by the same.
- ii) During the currency of the contract, BIDDER needs to follow recommended plan of preventive maintenance of OEM and accordingly deploy the services and manpower.
- iii) Order the BIDDER to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company

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representative as to the competence of any workman engaged by the supplier shall be final and binding on the BIDDER.

19.9 THE OFFICER IN CHARGE SHALL HAVE POWER TO

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

19.9.2 During the currency of this contract, MNG can increase and/or decrease the number of the services/technicians to meet contractual requirements.

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

19.10 REPATRIATION AND TERMINATION

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


19.11 INDEMNITY AGREEMENT

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws rules and regulations having bearing over engagement of works directly or indirectly for execution of work and the contractor hereby undertake to indemnify the company against all action, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (Compensation insurance) act ESI Act, Fatal Accident Act. Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA)

19.12 DAMAGES / PENALTY

19.12.1 During the warranty period of one year and four years after warranty period, the contractor must ensure that the compressor is available round the clock (24 hours a day and 365 days a year) for performing the required services as defined in the tender document except during preventive maintenance & breakdown.

19.12.2 Penalty on non-availability of compressor package due to breakdown.
Penalty as per monthly down time of machine on cumulative basis will be as follows.

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- a. Break-down time-up to 8 hours in a month-No Penalty
- b. Break-down beyond 8 hours till 12 hours in a month -Rs 5,000/-
- c. Break-down beyond 12 hrs. till 24 hours in a month Rs 10,000/-
- d. Break-down beyond 24 hrs. in a month Rs10,000/- per day
- e. In any case/ any situation, total penalty will be limited to 50% of monthly invoice value of concerned package.

MNGL will consider 4 hours per month time for carrying out schedule preventive maintenance of the equipment under warranty period.

- 19.12.3 Non-availability of manpower in any shift/any workplace will not be tolerable. The BIDDER will be penalized for each such act as follows.

For non-availability of compressor operator, PPE, Uniform = 1% of Max. Invoice value of Single Pkg. / Incident & Max. amount will be penalized up to 5% of the Max. Invoice value of each package in a month.


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

We at MNGL will not tolerate any kind of Indiscipline act at the premises from the BIDDER employee's during the service time. If any such incident happens, the BIDDER will be penalized 2% of the Max. Inv. Value / Incident & Max. amount will be penalized up to 5% of single package invoice value

In any Case/any situation, total cumulative penalty from all accounts (i.e. from gas loss, break down time, statutory requirements etc.) will be limited to 50% of monthly invoice value of concerned package for concerned month. No penalty will be carried over to next month.

For any IR (Industrial Relation) issue (like strike by operators for wages, union issues etc.) CNG station operation stopped, BIDDER will be penalized Rs. 25,000/- Incident. Max. Capping is up to Rs.1,00,000/- Month

- 19.12.4 Non-availability of compressor due to malfunctioning or non-availability of any of its auxiliaries / part shall be considered as the non-availability of the compressor package and shall be liable for above penalty.
- 19.12.5 The penalty clause will be put into force, immediately after successful commissioning and subsequent performance test (which will be for a minimum period of 72 hours) of compressor packages.

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19.12.6 Any reason for non-availability of compressor package and in scope of the bidder shall be liable for the above penalty.

19.12.7 In case of any complaint regarding non-fulfillment of any obligation under the contract, MNGL reserves the right to withhold payment to the contractor, and out of such amount and including the security deposit hold, make such payment as it may consider necessary for smooth and unhindered working of the contract.

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

19.13 CONTRACTOR'S RESPONSIBILITY.

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

19.14 EMPLOYMENT LIABILITY OF CONTRACTOR

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


The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Company's representative.

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

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

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him / work carried out by them.

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

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19.15 Maintenance of compressor packages during the warranty period of one year and four years after warranty period.

All spares, consumables, lubricating oil, coolant required for carrying out preventive/any type of maintenance shall be in the scope of supplier.

19.15.1 All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the bidder. The scope will also include handling equipment's like crane, forklift, chain pulley block, etc required during the any maintenances activity.

19.15.2 Any correspondence required to be made with the principal company or OEM or various offices shall be made by the bidder or bidder's agent. All arrangements like phone, fax, computer, Internet etc. required for above correspondences shall be arranged by the bidder at his own cost.


19.15.3 The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall provide the detailed preventative maintenance schedule along with

- a) Estimated down time required for each type of maintenance schedule.
- b) List of spares and their quantities required for each type of maintenance schedule per compressor.
- c) Type and number of man days required for each type of maintenance schedule per compressor.

The bidder shall plan such maintenances during non-peak hours and in consultancy with the Engineer in Charge (EIC) of MNG. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.

19.15.4 The bidder shall use only OEM's certified spares during maintenances. All spares shall be kept in sealed OEM stamped packages & should have store invoice of OEM. The packages shall be opened in front of MNG representative during maintenance. In case, the schedule maintenance of the OEM manual recommends to check and replace parts like valve spring, valve plates, piston rings etc. after certain time interval, same shall replace or used further only on approval from the MNG representative. However, any unto ward consequences for non-replacement of such parts shall be the responsibility of the bidder and spares, repair required to put back the unit into operation will be in bidders account.

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

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19.15.6 All parts replaced by the bidder during the above contract period shall be properly packed and handed over to MNGL, on replacement.

19.15.7 The contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bimonthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material such as compressor parameter log book, complaint log book, service report, break down summary report etc. shall be in scope of the bidder.

19.15.8 All maintenance / inspection job carried out by the bidder shall be recorded in a service report and the report of the same shall be jointly signed by MNGL representative and submitted immediately after carrying out the maintenance. Service report format shall be approved by MNGL.

19.15.9 The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the bidder and MNGL, during the execution of the contract.

19.15.10 Bidder to keep minimum inventory which will be audited by MNGL.

19.15.11 The bidder shall carryout calibration of gas detectors and flame detectors on yearly basis, however, in case of nuisance / false tripping of any instruments due to any technical problem in it and if MNGL ask for calibration of the same, then bidder has to calibrate the instrument immediately or earlier as per requirement or instruction of EIC of MNGL during warranty. Also yearly calibration of all instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the bidder during warranty. In addition to the above all safety relief valves shall also be tested and calibrated every year by bidder during warranty. In case equipments are not in calibration period during commissioning then bidder to calibrate the same for commissioning.


Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.

The bidder shall keep 1 set of safety relief valves in spare for the purpose of calibration.

The bidder shall carry out retesting of pressure vessels periodically i.e. every year or earlier as per Gas Cylinder rules 2004 / Static & Mobile Pressure Vessels Rules.

19.15.12 Maintenance Related:

- ❖ Motors should be verified for weather protection as per class.
- ❖ Final temperature after final stage cooler should be displayed on panel.
- ❖ Compressor 0Flow-rate reading should be given in panel.

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- ❖ Sufficient working space and access to all parts of should be provided inside canopy for maintenance.
- ❖ Alarm history of 50 alarms should be provided. It should be possible to download daily log of last three months in excel format. Communication port compatible for Lap-top connectivity to be provided on panel.
- ❖ Inspection and test certificates of all equipment should be verified. Operation, maintenance and overhaul Manuals should be available.
- ❖ Details of guaranteed power consumption per unit compression at variable suction pressures and curves of variation in flow with suction pressure to be provided by supplier.
- ❖ Ensure that all the equipment installed with the package is certified. Third party inspection preferable. PESO clearance should be obtained wherever applicable
- ❖ Ensure that there is no negative tolerance on the flow rate. Acoustic enclosure should be weatherproof. Sound attenuation to be as per requirement of regulation i.e commercial / industrial zones & during night hrs /day hrs
- ❖ Gas flow directions, package specs, vessels and isolation valves should be painted at respective locations.
- ❖ Hot surface to be clearly marked
- ❖ Grade/ brand of locally available lube oil to be certified by the OEM before commissioning of the package
- ❖ Provide Organogram for the local service agent.
- ❖ Vendor shall submit the detail list of consumables along with the requirement of hydraulic oil replacement with time period
- ❖ Filling point for coolant shall be at an accessible height.
- ❖ The Two banks and direct line shall be properly marked.


20 A MONITORING:

The bidder, at his own cost, will submit following reports in agreed format and frequency.

- a) Progress report to be issued every month to MNGL's site office by 10th of every month. This report shall include progress statistics (Engg. Procurement, supply and installation progress), executive summary, hold-up and slippage, status of important milestones detailed activity description done the month, resource deployment.
- b) Engineering Status Report (Monthly)
- c) Ordering status report (Monthly)
- d) Manufacturing Status Report (Monthly)
- e) Shipment Status Report (Monthly)
- f) Equipment/Material Receipt (at site) Status Report (Fortnightly)
- g) Site Installation Status Report (weekly)
- h) Any other reports desired by Engineer-in-charge.

20 B INSPECTIONS AND TESTING

- 20.1 MNGL or its representative/third party or both shall have access for stage-wise and final inspection to those parts or areas of the plant where work or testing of the


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equipment is being performed, including packaging items. This is in addition to the manufacturer's own inspection. Bidder shall furnish with the equipment material certification for major components. The bidder has to communicate stage and final inspection dates to MNGL, at least 15 days in advance so that MNGL can arrange for the inspection.

- 20.2 Performance test of all the compressors using natural gas at specified operating conditions with respect to flow capacity, power consumption and sound level shall be witnessed by MNGL or its authorized representative at bidder's place/site.
- 20.3 Acceptance of shop tests shall neither constitute a waiver of requirements to meet the field performance under specified operating conditions nor shall inspection by MNGL or its representative relieve the bidder of his responsibility in any way.
- 20.4 During the inspection, if the performance is not satisfactory/ shortcoming of the contract is observed MNGL will order for re inspection of the same and the cost of the re inspection shall be borne by bidder without any price escalation.
- 20.5 Foreign bidders who intend to supply acoustic enclosures locally shall clearly indicate the same in the technical bid. The bidders shall clearly indicate the details of the local facility in India where he intends to do the final assembly / packaging of the compressor with acoustic enclosure.
- 20.6 In case of the local supply of the enclosures, then the bidder shall ensure that the assembly of compressor package with the enclosure is completed at his local facility / works and the assembly shall be offered for the visual inspection with job enclosure, job driver and other accessories. Assembly of the total package has to be completed and inspected at the local facility works to minimize site related problems / misalignment etc. The inspection shall be carried out by MNGL or its authorized representative


21 Erection, testing, commissioning and field performance test.

- 21.1 Bidder shall include unloading of compressor onto the foundation, leveling, alignment, grouting etc. The bidder shall arrange for crane, lifting arrangement, manpower required for lifting of compressor, and unloading on the compressor foundation.
In case the compressor requires any grouting, then grouting (supply and pouring) using shrinkcom grout etc. shall be in the scope of the bidder.
- 21.2 Bidder shall conduct a field trial run of each compressor package for minimum 72 hours (can be in multiple runs) duration at guaranteed points in which satisfactory operation of complete package together with all accessories / auxiliaries controls shall be established for specified operating conditions prior to the start of one-year maintenance period as defined in the contract. During the field trial run the bidder will be allowed a maximum of THREE attempts to complete the above specified test. The Equipment shall be considered commissioned after the successful completion of

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Field Trial Run. All punch points raised by OWNER should be completed before performing the FTR. The bidder shall record data of field trial run

- 21.3 Bidder shall furnish pre commissioning and installation checklist.
- 21.4 During the field performance test, all the parameters such as flow rate, power consumption, sound level, vibration level, cabin temperature (temperature within the enclosure) etc. will be checked. Functioning of all the safety and protection devices, instruments, gauges, measuring devices such as mass flow meters, PLC, priority panel, ESD etc. will be checked at the site. Bidder has to demonstrate the functioning of compressor at site.
- 21.5 During field trial run, noise level test shall be carried out and bidder shall demonstrate / achieve the guaranteed noise levels for the complete package including auxiliary motors if installed externally to the enclosure.
- 21.6 All necessary instruments / accessories required for measurement purpose at site shall be pre-calibrated and shall be arranged by the bidder. In case any defect / deficiency is noticed under specified site conditions, bidder shall first rectify the same and repeat the test.
- 21.7 In the event of non-fulfillment of performance guarantees, the vendor, at his own cost, shall do modification, replacement and rectification to meet the guarantee requirement of the purchase order. If within reasonable time limit (as agreed to by both the parties), the vendor fails to make the required corrections in the equipment or its component, the purchaser may at his discretion reject the equipment and can ask the vendor to supply and install new equipment of proper design to meet the performance guarantees, as per the Purchase Order
- 21.8 Performance Acceptance Test (PAT)**
- 21.8.1 Before conducting performance acceptance test at site, Bidder is required to clear all punch points (if any) raised by OWNER / OWNER's authorized representative.
- 21.8.2 Compressor Package Performance test at sites shall be carried out as per ASME PTC9. All necessary instruments/accessories required for this test at site shall be arranged by the bidder and repatriated after successful performance test by the bidder.
- 21.8.3 All such instrument shall be pre-calibrated. Bidder to quote for performance test per compressor package separately at site inclusive of boarding, lodging office space, local transport for bidder personnel and hiring of local contractor, crane etc. bidder shall be liable to pay all local taxes, levies applicable and strictly comply with rules, laws prevailing in India.
- 21.8.4 Performance test shall be conducted at site for minimum 4 hours' continuous duration at guaranteed parameters as quoted by the bidder (PAT procedure shall be in accordance with ASME-PTC-09).

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- 21.8.5 However, if load is not available at site intermittent running for 4 hours shall be permitted with maintaining minimum continuous operation of ½ hour. Bidder to submit PG test procedure for review / approval. Complete package shall be performance tested as a module whereby along with motor & compressor performance bidder shall demonstrate all controls, shutdown, trips/alarms etc.
- 21.8.6 The test shall be the basis of, acceptance/rejection of the package thereon. Bidder shall submit the detail test procedure for the same, which shall be approved by OWNER. The test for the package shall be witnessed by OWNER/ OWNER's representatives.

22 WARRANTY

- 22.1 Bidder shall warrant all material and equipment free from defects in design, material and workmanship.
- 22.2 Bidder shall warrant all compressor packages will satisfy the requirements of the intended use and appropriate for application.
- 22.3 Repair / replace any equipment / item which prove to be defective, free of cost.
- 22.4 Assume responsibility for obtaining manufacturer's warranty of all bought out items.
- 22.5 Free of cost replacement of any part found not performing to the specified requirements for at least 18 months from date of delivery or 12 months from the date of successful commissioning. The parts replaced during the warranty period shall have to perform, to the specified requirements for 12 months from the date of replacement or else shall be replaced free of cost.
In case of any failure of major components (insurance components), then the complete compressor package shall have the warranty period of 12 months from the date of replacement.
- 22.6 Supplier shall guarantee that oil carryover in the CNG from lubricated compressor discharge is less than 5 ppm (at gas temperature less than 50°C) before flowing into cascades/dispensers.

23 SPARES

- 23.1 Bidder shall provide necessary spares and consumables required for startup and commissioning, free of cost to MNGL and shall furnish the list of such spares per compressor package in the technical bid. Bidder shall include at least 3 Nos. suction gas filter element / cartridge per compressor package in the commissioning spares. Unutilized commissioning spares shall be returned back to MNGL after successful commissioning and performance test.
- 23.2 Bidders shall provide list of all spares with their part number of compressor package offered.

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24 Penalty Due to power consumption.

The volumetric efficiency and rated output of the compressor shall be consistently within the limit. Power consumption per Kg gas compressed should be within the benchmark set by MNG. At present benchmark for specific power consumption is 0.07 Kwh/kg (Between CNG supply suction pressure of approx. 200 Kg/cm² and mobile cascade disconnection at 30 Kg/cm²).

$$\text{Sp. Power in Kwh/kg} = \frac{\text{Total power units consumed by the compressor/ 3 months}}{\text{Total gas sold in same period i.e. In 3 months}}$$

The extra electricity bill amount due to inefficient operation shall be recovered from the lessor at the tariff prevailing at the time of operation. The extra electricity due to higher specific power consumption will be calculated as follows.

The extra expenses to be recovered from the lessor in Rs =

(Specific power consumption over and above the benchmark) x (prevailing power tariff inclusive of taxes, duties & levies) x (Total sale of gas during the billing period.)

Compressor Capacity

Bidder shall guarantee average capacity of 400 SCMH from suction pressure of 30 to 200 kg/cm² and discharge pressure of 255 Kg/cm² at discharge temperature of 52 degrees centigrade with no negative tolerance for errors in instruments and measurements.

For calculation purpose 1kg of CNG =1.33 SCMH

If bidder quotes less than 20 KWH. No advantage will be given for quoting less than 20 KWH. The same shall be used to establish the capacity at site during package performance test.

25 Loading against Energy Consumption:

The compressor package shall be designed in such a way that Energy Consumption of package (KWH/Kg) should be minimum for production of CNG. Bidder shall indicate actual energy consumption for their compressor package. This quoted figure will be used for evaluation and total quoted price for all compressors towards supply, special tools & tackles, erection and commissioning will be loaded as per following formulas:

$$F = (G-20) \times H \times I \times N$$

Where,


F = Loading amount in Rs.

G = Bidder's Energy consumption rate quoted in KWH

(G-20) = Bidder's Energy consumption rate over and above 20 KWH

H = Cost of Energy INR 11 /KWH

I = Factor towards lifecycle in hours @ 36,500 hours

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N = No. of Booster Compressor

Note: Bidder shall not be given any advantage/credit for quoting power consumption below 20 KWH

▪ **Penalty towards Excess Energy Consumption:**

At the start of O&M period or even at any point of time during the O&M period, cost towards excess power consumption beyond quoted figure shall be deducted from O&M bills.

Following calculations shall be used for deduction towards excess power consumption.

$$F = (G-Q) \times H$$

Where,

F = Monthly Penalty in Rs.

G = Monthly Actual power consumption

Q = Guaranteed consumption rate quoted by X CNG Produced during the month
supplier for every 300 Kg of CNG
300

H = Cost of power Rs 11/ kWh

• **Penalty towards Package Efficiency Loss**

This penalty shall be imposed on compressor blocks not capable of delivering rated capacity of 400 SCMH

Following calculations shall be used for penalty towards package efficiency loss:

$$F = 2 \times \{(400 \times H \times RD \times AD) - M\}$$

Where, F = Penalty Amount in Rupees

H = Hours clocked in a month

RD = Average RD for the month using GC Data


AD = Air Density = 1.22541

M = Discharge mass flow during the month in Kgs

Note: Gauge Pressure at Station Inlet shall be used as benchmark for imposition of penalties and not suction pressure being displayed at the PLC.

26 SPECIAL TOOLS & TACKLES

26.1 Bidder shall supply one set of special tools and tackles which are required for erection, start-up, commissioning and maintenance, per compressor package.


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- 26.2 The special tools and tackles shall include pullers for removal of cooler fans, pump impellers and fly wheels. Coupling alignment tool with dial gauges, piston removal and fitment tool with Allen key set shall also be included as the special tools.
- 26.3 Brand new separate set of special tools and tackles as required for normal maintenance beyond the contractual period shall be supplied by the bidder at the end of contractual period.

27 DOCUMENTATION (IN ENGLISH LANGUAGE ONLY)

27.1 Along with the technical bid

- 27.1.1 Process and instrument diagram along with Bill of Material. The Bill of Material shall indicate all items, quantity of all items installed per compressor package, their part nos. and make.
- 27.1.2 Duly filled in experience record proforma, as per table III.
- 27.1.3 General arrangement drawing of the compressor package and control panel giving overall dimensions and erection / shipping weight.
- 27.1.4 Technical data sheet of booster compressor and electric motor (both main & fan motor).
- 27.1.5 Flow v/s suction pressure and power v/s suction pressure graph or full range suction pressure I.e. 30 to 200 kg/cm²
- 27.1.6 Gas, water, lube oil, piping and instrument diagram.
- 27.1.7 Torque speed characteristic of motors.
- 27.1.8 List of commissioning spares per compressor package.
- 27.1.9 List of special tools & Tackles for installation & maintenance per compressor package.
- 27.1.10 List of major bought out items (shall include name of sub vendor, make, model nos. of items) as per table VIII
- 27.1.11 Leaflets, catalogues for all major items.
- 27.1.12 Performance curves as per clause 2.6 (c)
- 27.1.13 Maintenance schedule of the compressor package along with list of Spares for Maintenance
- 27.1.14 Electrical single line diagram.
- 27.1.15 P&ID of priority panel.
- 27.1.16 Start up and shut down write up along with operation philosophy.
- 27.1.17 Start up and shut down interlock diagram.
- 27.1.18 Duly filled compressor data sheet, as per table IV.
- 27.1.19 Reference list of similar / identical compressor package supplied in last 7 years of CNG application.
- 27.1.20 Deviation sheet as per Table V
- 27.1.21 Training schedule with contents.
- 27.1.22 Duly filled in Table VI
- 27.1.23 Duly filled in check list as per table IX
- 27.1.24 Duly filled in Power Table I & II


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27.1.25 Bidder to indicate clearly the life of the following components, in terms of running hrs.

- Piston rings for all stages.
- Cylinder liners for all stages.
- Connecting rod assembly.
- Piston rod.
- Packing for piston rod.
- Piston for all stages.
- Cross head.
- Small end bearing.
- Large end bearing.
- Suction and discharge valves for all stages.
- Oil scrapper rings.
- Others (Bidder to indicate life of other critical components)


27.2 Within 2 weeks from date LOI / P.O.

- 27.2.1 Detailed project schedule preferably in MS project giving all activities such as Design and review, Major bought out items (such as Motors, Control panels, Intercoolers, Compressor block castings, frame etc.), Machining of components / castings, Sub-assemblies, Stage inspection, Acoustic enclosure assembly, Final Assembly, Final shop testing of machines, Final inspection, dispatch etc.
- 27.2.2 General arrangement drawing of the compressor package, giving overall dimension and erection / shipping weight.
- 27.2.3 P & ID for gas, oil, water and other circuits.
- 27.2.4 GA drawing, foundation details of the filter assembly including anchoring/grouting, load details, with exploded view drawings shall be provided.
- 27.2.5 Electrical Single Line Diagram along with control philosophy
- 27.2.6 Detailed **foundation plan drawing** of the compressor package, for casting foundation giving load pattern etc.
- 27.2.7 Detailed Civil foundation drawing with grouting/anchoring required if any for proper installation of CO₂ cylinders shall be given for casting foundation along with load details.
- 27.2.8 Details of inlet gas termination including X, Y, Z co-ordinates with respect to center of compressor skid or any reference.
- 27.2.9 Detailed specification of lubricating oil such as kinematic viscosity, flash point, viscosity index etc and quantity of lube oil required for commissioning of each compressor package.
- 27.2.10 Typical cross-sectional drawing and literature to fully describe the details of all major components such as Compressor, Motor, Suction valve, Discharge valve, Piston rod gland packing, Piston rings, Coupling, Lube oil pump, intercoolers etc.
- 27.2.11 Shop test procedure.

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27.3 Along with supply.

- 27.3.1 Operation and maintenance manuals – 3 sets all in original for each compressor package (both in hard and soft form). The instruction manual shall describe in detail the construction and recommended procedure for installation, maintaining, operating and troubleshooting of the compressor shall also include cross-sectional drawings, exploded views of all spare parts, brought out items, instrumentation along with part nos., quantity installed per machine. The manual shall provide detailed catalogs of all bought out items.
- 27.3.2 Mechanical & electrical installation drawing including interconnection and wiring diagram. Type test certificates for cables. Tube light, junction Box and other electrical equipment's hazardous area classification certificates. Main motor & cooling fan Motor hazardous area classification, routine test and IP certificate. Compressor panel hazardous area classification, routine test, IP certificate and CCoE Approval.
- 27.3.3 Material, Fabrication, Final Inspection Test certificates, of all major components like compressor frame, mass flow meter, inter stage tubing / piping, intercoolers, motors, oil pump, water pump, control panel, suction/discharge valves, PLC, gas detectors, flame detector, fittings, pressure vessels like blow down vessel, Inter stage condenser bottles, suction filters etc. Casting material & hydro test certificates of all the casted materials and pressure vessels.
- 27.3.4 Calibration certificates for all measuring and protection devices. Test records of mechanical running, performance test and noise level test.
- 27.3.5 Certificates from statutory authorities confirming suitability of design / construction of all electrical and electronic items for use in hazardous area classification. In case of foreign supply, the bidder shall get all certificates endorsed by office of Chief Controller of Explosives (CCOE), Govt of India within one month of delivery of compressors at site.
- 27.3.6 Complete bill of material of component along with assembly/ dis-assembly drawings.
- 27.3.7 Wear and clearance charts with limits, vibration limits, torque value of all components for assembly/ dis-assembly.
- 27.3.8 All the final drawings shall also be given in digitized form on CD ROM compatible to Auto Cad software.

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Annexure-I

1) General Technical Specification for Pressure Transmitter:

- Supply: 24 VDC
- Output: 4-20 mA (2 wire system)
- Material of wetted parts: Stainless Steel 316
- Pressure port: As mentioned in the indent
- Proof pressure: 2 X Full scale
- Accuracy: +/- 0.25 % of span
- Temperature range of medium: -20 ... +80 °C
- Electrical connection: 4-pin L-plug DIN 43650 connector with mating socket
- Enclosure: Explosion-proof Enclosure, EEX ia
- Area classification: Class I, Division I, Group D as per NEC or zone 1, Group IIA/IIB as per IS/IEC specification
- Ingress Protection: IP 65


Note: Range & End connection shall be as mentioned in schedule of rates and will vary for each item.

2) General Technical Specification for RTD sensor+ Temperature Transmitter

Lead Type	: 3 – wire RTD (Simplex)
Material	: Pt.100 complying IEC 751 standard/ equivalent std.
Tolerance	: Class A or Class B
Enclosure	: Flameproof head (MOC: Die-Cast Aluminum), IP 66 for use Hazardous area classification IIB
Option	: Head mounted Temperature Transmitter (with provision)
Conduct entry	: 1/2" NPT F with SS 303 gland.
Transmitter Range	: 0 to 200 °C
Output	: 4 to 20 mA
Supply	: 24 VDC (2 wire) with protection from power supply reverse polarity.
Mounting	: Head mounted (inside RTD head)
Accuracy	: +/- 0.5 % of span
Calibration	: Onsite using zero & span presets for +/- 25% of range.
Enclosure	: Explosion-proof Enclosure, EEX ia
Area classification	: Class I, Division I, Group D as per NEC or zone 1, Group IIA/IIB as per IS/IEC specification
Ingress Protection	: IP 65

3) Discharge Pressure Switch

Setting range	: 80 / 400 Kg/cm ²
Set Pressure	: 240 Kg/cm ² (increasing)
Max. Pressure	: 600 Kg/cm ²
Dead band	: 20 Kg/cm ²
Repeatability	: +/- 1% of span
Sensor	: Piston & Antagonist spring to counteract vibration.
Wetted parts	: Piston AISI 316

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Temperature Range : 30 to 80⁰ C
 Contacts : SPDT micro-switch
 Electrical rating : 15 A, 230 VAC
 Mounting : Vertical, wall mounting, installation on high vibration machines
 Enclosure : Explosion-proof Enclosure, EEX ia
 Area classification : Class I, Division I, Group D as per NEC or zone 1, Group IIA/IIB as per IS/IEC specification
 Ingress Protection : IP 65

4) Pressure Gauge

Dampening liquid : Glycerin 98%
 Operating media : Natural Gas
 End fitting Material : SS 316 L
 Material of construction:
 Case : SS 304
 Ring : SS 304
 Socket : SS 316 L
 Bourdon : SS 316 L
 Movement : SS 304
 Joints : Tig Argon Arc welding
 Accuracy : + / - 2 % of F.S.
 Ambient Temp. : 20⁰ C to 60⁰ C
 Process Temp. : up to 100⁰ C
 Ingress Protection : IP 65
 Over pressure limit : 30% of Pressure range
 Window : Sheet glass
 Gasket : Neoprene
 Blow off disc : Neoprene
 Dial : Aluminium, black graduation on white background
 Pointer : Aluminium Black colored

5) Temperature Gauge (Capillary Type)

Type : Gas filled temperature gauge.
 Temp. Element : Capillary Type
 Case Material : Die-cast Aluminum, screwed type benzel, weatherproof to IP-65 as per IS: 2147
 Mounting Type : Back Center with mounting bracket / Clamp
 Range : 0 to 100 deg. C or 0 to 200 deg. C
 Accuracy : +/- 2 % FSD
 Over range : 125 % FSD
 Capillary : SS covered + Armoured, 10 meter long minimum
 Window : Sheet glass
 Dial : Aluminum, black graduation on white background
 Pointer : Aluminum Black colored
 Ingress Protection : IP 65

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Annexure-II

A) Technical Specification for Gas Detector:

Make (Model): Detcon (IR700)/ Crowcon (Nimbus)/ Det- Tronics (PIRECL) & Honey well

Type: IR Absorption

Detectable Gas: Natural Gas (Methane)

Detection range: 0 to 100 % LEL

Accuracy: +/- 5 % LEL through-out the range

Response time: Less than 5 seconds

Repeatability: +/- 2 % FS

Supply: 24 VDC

Output: 4 to 20 mA

Status indication: LED indication or Local Display. Separate indication for No gas leak, Low alarm, High alarm, optics failure and calibration in progress shall be available.

Relay output: 2 outputs (High alarm, Low alarm)

Contact rating: 2 A, 230 VAC/24 VDC

Conduct entry: 2 entries, 1/2" NPT (shall be provided with 1/2"NPTM double compression cable glands)

Temperature range: 45⁰ C inside Enclosure


Mounting: Roof mounted or wall mounted. **For threaded type detectors suitable termination box (approved for use inside hazardous area) shall be provided.**

As the detector shall be vibrations arising mounted inside CNG compressor canopy, the same shall be capable of withstanding from reciprocating compressor.

The detector shall be supplied with suitable whether shield for protection against dust particles.

Enclosure: Explosion proof, EEx d

Ingress Protection: IP 66, NEMA 4

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Certification: For use in Hazardous Area Class I, Div. I, Group IIA, IIB, T6 approved under FM or CSA certifications

B) Technical Specification for Flame Detector:

Make: **Honeywell**

Type: UV and IR Detector

Spectral range: UV radiation over the range of 185 to 260 nanometers (1850 to 2600 angstroms); IR radiation in the 4.4-micron range

Detection angle: 120 cone of vision

Supply: 24 VDC

Output: Fire relay - Both Contact output NO and NC required.

Fault relay - Contact output NO and NC required.

Contact rating 30 VDC, 2 A or 125 VAC, 1 A

Conduct entry: 2 entries, 1/2" NPT (shall be provided with cable glands)

Operating media: Natural Gas

Temperature range: 0 to 60° C

Response time: Less than 5 seconds

Enclosure: Explosion proof enclosure, EEx d


Ingress Protection: IP 66, NEMA 4

Housing: Anodized aluminium with powder coated finish or equivalent with prior approval from MNGL.

Mounting: Roof mounted or wall mounted. For threaded type detectors suitable termination box (approved for use inside hazardous area) shall be provided.

Certification: For use in Hazardous Area Class I, Div. I, Group IIA, IIB, T6 approved under FM or CSA certifications

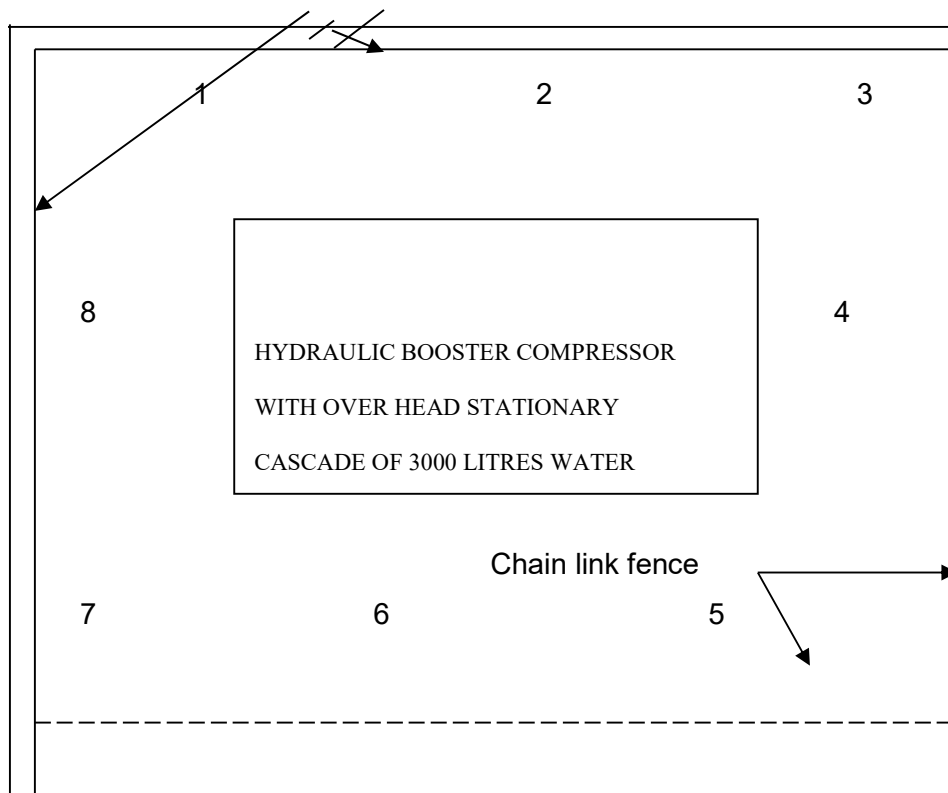
Note: Any deviation to the specifications shall be clearly mentioned in the tender document.

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Annexure III

TYPICAL DRAWING OF CNG BOOSTER COMPRESSOR LAYOUT AT CNG STATION

RCC/BRICK WALL OF 22.5 CM THICKNESS AND 2.0 METER HEIGHT

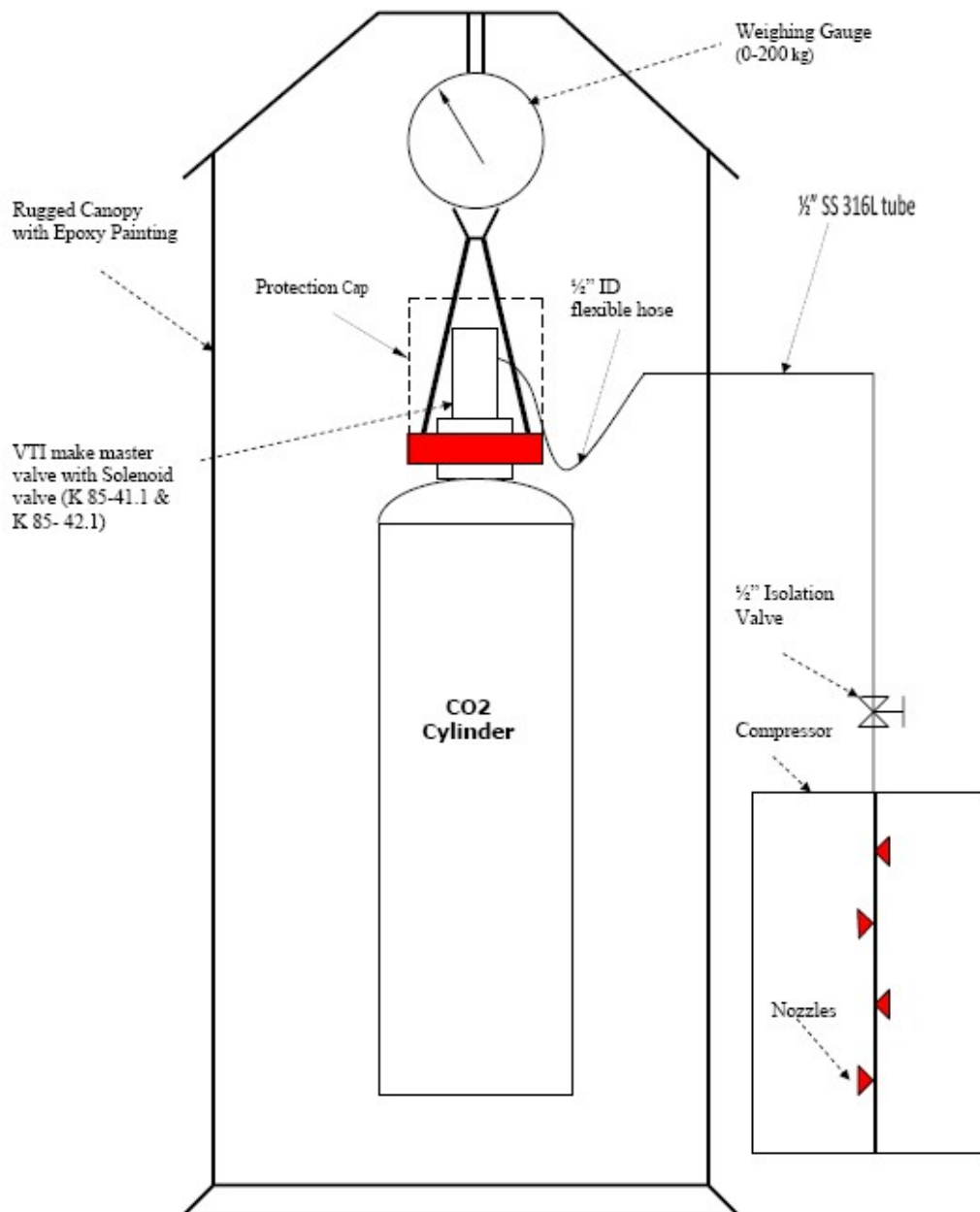



Please note that the noise level shall be measured at points 1 to 8 which are at 1 meter from the compressor canopy / enclosure and shall be 75 db (A) maximum.

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Annexure IV

SCHEMATIC OF CO₂ FLOODING SYSTEM DRAWING



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Annexure – V (SCADA Details)

Sr. No.	Make	CPU Model	Modbus Module			Ethernet Module		
			Description of Module	Part No.	Qty/ Machine	Description of Module	Part No.	Qty/ Machine
1	Siemens	S7-300 Family (CPU313/314/315 series)	Step 7 Classic Standard - Driver for MODBUS master V3.1 (for CP 441-2 and CP341, with software & HW Dongle)	6ES7870-1AA01-0YA0	02 No.	SIMATIC NET, CP 343-1 LEAN COMMUNICATION PROCESSOR	6GK7343-1CX10-0XE0	01 No.
2	Siemens	ET-200 S	ET200S, EL MOD., 1SI, RS232/422/485 MODBUS	6ES7138-4DF11-0AB0	02 No.	SIMATIC DP, IM151-8 PN/DP CPU FOR ET200S, 192 KB WORKING MEMORY, INT. PROFINET INTERFACE (WITH THREE RJ45 PORTS) AS IO-CONTROLLER, W/O BATTERY MMC REQUIRED	6ES7151-8AB01-0AB0	01 No.
3	Siemens	S7-1200 Family (CPU 1215C only)	SIMATIC S7-1200, COMMUNICATION MODULE CM 1241, RS422/485, 9 PIN SUB D (MALE), SUPPORTS MESSAGE BASED FREEPORT + SIMATIC S7-1200, COMMUNICATION MODULE CB 1241 RS485	6ES7241-1CH32-0XB0 + 6ES7241-1CH30-1XB0	01 No. each	CSM 1277 Ethernet switch - 4 ports	6GK7 277-1AA10-0AA0	01 No.
4	Schneider	CPU M340	2-Way Serial Link Modbus Module	BMXNOM 0200	01 No.	Ethernet module M340 - flash memory card - 1 x RJ45 10/100	BMXNOE0 100	01 No.


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TABLE I

EXPERIENCE RECORD PROFORMA FOR BOOSTER COMPRESOR PACKAGE

(Pg.1 of 2)

Sr. No.	Parameter	Information on offered model	Information on existing installation In MNGL				
1	No of units						
2	Service						
3	Site data						
3.1	Suction Pressure range Kg/cm2						
3.2	Suction Temperature in Deg C						
3.3	Discharge Pressure Kg/cm2						
3.4	Discharge Temperature in Deg c						
4	Compressor frame						
4.1	Make						
4.2	Model						
4.3	Capacity (scmh) at 30 Kg/cm2						
4.4	BKW						
5	Motor						
5.1	Make						
5.2	Model						
5.3	Name plate rating, KW						
6	Total auxiliary equipment power, KW						
7	Drive arrangement (Direct / V- Belt)						
7.1	Coupling Type						
8	Cooling system						
8.1	Type of cooling water system						
9	Compressor enclosure						
9.1	Noise level at 1 m from enclosure						
10	Priority panel						
10.1	Type						


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Table I (cont.)

EXPERIENCE RECORD PROFORMA FOR BOOSTER COMPRESOR PACKAGE

(Pg. 2 of 2)

SI No	Parameter	Information on offered model	Information on existing installation (not prior to 2004)				
11	Other information on installation						
11.1	Purchase Order number and date						
11.2	Inspection release note number and date						
11.3	Date of supply of unit						
11.4	Date of commissioning of unit						
11.5	No of operating hours completed as on bid due date.						
12	Major problem encountered, if any (Performance certificate from the purchasers to be enclosed)						
13	Any other information						

Note:

1. Since this information required in this proforma shall be used to assess the proven ness of the offered compressor package, it is in interest of bidder to furnish references of those cases which closely match the offered compressor package and bidder to ensure that each information furnished is correct and complete in all respects.
2. Bidder shall also furnish along with the bid his standard reference list for offered packaged compressor supplied by him for various services. Bidder to furnish the certificate of **trouble free operation from their clients.**



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Table – II

DATA SHEET FOR COMPRESSOR PACKAGE


Sr.no	REF. NO IN TECH.SPEC	PARAMETER	SPECIFICATION	OFFERED
1		Compressor type	To indicate	
2		Manufacturer	To indicate	
3		Model No.	To indicate	
4		No. of compression stages	To indicate	
5		Cylinder arrangement	To indicate	
6		No. of cylinders	To indicate	
7		Single acting/double acting	To indicate	
8		Non - lubricated or lubricated	NON LUBRICATED OR PREFERABLY OIL LUBRICATED	
9		Type of gas cooling	Air / Water cooled (Ultimate cooling by air)	
10		Maximum intake gas temperature	50 deg. C	
11		Drive Type: Electric motor	Vee belts / Direct coupled	
12		Rotation speed of the motor (RPM)	To indicate	
13		Maximum motor power	10 % margin over and above max power requirement.(BkW)	
14		Min Gas pressure at compressor inlet (Kg/cm ²)	30 Kg/cm ²	
15		Compressor discharge pressure	250 Kg/cm ² at 50 deg. C	
16		Compressor discharge temperature after aftercooler	50 Deg C + 8 Deg C Above the Ambient Temp	
17		Compressor speed	To indicate	
18		Compressor maximum capacity in Sm ³ / hr (at specified suction condition)	To indicate	

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19		Compressor minimum capacity in Sm ³ / hr (at specified min suction condition)	To indicate	
20		Flow and Power consumption at various suction conditions as per Table IV	To indicate	
21		Codes and standards	OSID 179 , NFPA - 37 , NZS 5425 , ANSI , ASTM NEC , NEMA	
22		All controls shall operate in fail safe mode	To indicate	
23		Hazardous area classification	Class I , Div I group D as per NEC or Zone I , Group II A / II B as per IS/IEC	
24		Gas and Flame detectors	2 Nos L.E.L (infrared type) and 2 Nos Flame Detectors (UV type)	
25		CO ₂ flooding system	As per tech specification 6.9.1 to 6.9.10	
26		Booster Compressor Design standard	To indicate	
27		Liners	Preferably removable type	
28		Piston ring material for I stage	To indicate	
29		Piston ring material for II stage	To indicate	
30		<u>Life of following components in running hrs.</u>		
A		I stage piston rings	To indicate	
B		II stage piston rings	To indicate	
D		Liner for I / II	To indicate for all stages	
E		Piston rod for all stages	To indicate for all stages	
F		Packings for piston rod	To indicate	
G		Suction valve assembly for all stages	To indicate for all stages	
H		Discharge valve assembly for all stages	To indicate for all stages	

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I		Oil scrapper rings	To indicate	
J		Others critical components	To indicate	
31		Intercooler tube material	Carbon steel	
32		Recommended lube oil type, grades, specifications and quantity	To indicate	
33		Pressure indicator each stage suction and discharge	Yes	
34		Temperature Indicator each stage suction and discharge (before and after cooling)	Yes	
35		Oil pressure indicator	Yes	
36		Oil cooler outlet temperature indicator	Yes	
37		Non-resetable hour meter	Yes	
38		Low lube oil pressure transmitter	Yes	
39		Low oil level protection switch/level indicator.	Yes	
40		High discharge temperature transmitter for all stages	Yes	
41		High discharge pressure transmitter for all stages	Yes	
42		Low gas suction pressure transmitter	Yes	
43		Cooling water flow switch	Yes	
44		Cooling water temperature switch.	Yes	
45		Compressor shall be supplied with SCADA compatibility	As per our tech spec clause 9	
46		PLC	Make and model of PLC(As per tech 9.4)	
47		Electric control panel	As per our technical specification clause 9.31	
48		Synchronous Speed	To indicate (clause 10.7)	
49		Gas delivery system	As per our tech specification clause 12	
50		System enclosure	As per our tech specification clause 13	

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51		Maximum temperature within the enclosure (in Deg C), based on ambient temperature of 47.5 Deg C	Not more than 49 Deg C	
52		Degree of protection for enclosure	IP 55 OR Above	
53		Noise level at 1 mtr distance from compressor enclosure	55 to 65 dBA	
54		Electrical motor and Electrical parameters (i)Main Motor (kW) -22 Kw (ii)Water Pump (kW) – 1.5 kw (Bidder to specify) (iii)Radiator Fan (kW) – 2 X 0.75 kw (Bidder to specify) (iv)Air Compressor (kw) – 1.5 kw (Bidder to specify) (v) Exhaust fan (kw) (Bidder to specify)	As per our tech specification clause 10	
55		Emergency Shutdown device	As per our tech specification 13.11	
56		The compressor shutdown	As per our tech spec clause 17	
57		In case of foregin bidders, accoustic enclosures are supplied from OEM works or locally.	To indicate. If enclosures are sourced locally then provide the details of the local facility where he intends to do the assembly	
58		Final assembly to be offered for visual inspection	As per clause 20.5 & 20.6 of tech. specification	
59		Erection, testing, commissioning and field performance test.	As per clause 21 of tech. specification\	
60		Warranty	As per our tech specification	
61			(22.1 to 22.6)	
62		Commissioning spares	Spares and consumables to be furnished free of cost	

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			and list of such items to be furnished	
63		Special tools and tackles	As per our tech specification (26.1 to 26.3) to indicate the list	
64		Estimated life of compressor package (in running hours)	To indicate	
65		Repair and maintenance charges per annum assuming 10 years life of the compressors as % of capex	To indicate	
66		Repair and maintenance charges per annum assuming 10 years life of the compressors in USD/Sm ³	To indicated	
67		Average compressor capacity at specified suction and discharge conditions (Sm ³ /hr) (required 400 scmh) (Sr no. 1 of clause 2.12)	To indicate	
68		Guaranteed compressor KWH to compress 400 Sm ³ gas (Sr no. 2 of clause 2.12) (loading purpose) *	To indicate	
69		Minimum flow capacity corresponding to suction Pressure of 200 kg/cm ² (Sr no. 3 of clause 2.12)	To indicate	
70		Minimum flow capacity corresponding to suction Pressure of 30 kg/cm ² :	To indicate	
71		Specific power consumption of compressor package Kwh/Kg CNG (Penalty purpose) *	To indicate	


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Table III

Deviations sheet

Sr No.	Clause no.	Tender Specification	Deviation taken	Reasons for deviations / remarks

Certified that only the above mentioned deviations have been taken against this tender.


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Table – IV

Flow and Power Table

Suction Pressure (Kg/cm²)	Flow in Sm³/Hr.	Guaranteed compressor package absorbed power including all losses and inefficiency (KW)
30		
40		
50		
60		
70		
80		
90		
100		
110		
120		
130		
140		
150		
160		
170		
180		
190		
200		


Note:

- 1) The above values shall be at specified suction (at 40 Deg C), gas composition as mentioned in Sr. No. 3 and discharge condition (at 250 Kg/cm² and 49 deg. C)

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**Table-V
List of Bought out Items.**

Sr. No	Description	Approved vender list	Offered
1	Electric motor	Siemens, WEG, ABB, BALDOR and Crompton Greaves, Bharat Bijlee	
2	PLC	Siemens (S7-300) and Schneider (TSX 3722)	
3	Mass Flow Meter	Micro motion, USA (Sensor Model CNG 50 or higher and transmitter model 1700 or higher) Endress + Hauser make (Model CNG mass)	
4	Inlet solenoid valve	Make of the solenoid valve : Parker/ ASCO/MICRO/Jefferson/ Burkert /Rotex/ Any other make subjected to MNGL Approval	
		Make of the actuator :Parker/ Swagelok/Spirax Sarco/Rotex/ NELES INDIA PVT. LTD/ Any other make subjected to MNGL Approval	
5	Pressure regulator	Fisher / Tartarini/Nirmal/ASPRO/ Any other make subjected to MNGL Approval	
6	Switches/fuses/contactors	Siemens/Schneider/L&T	
7	FLP Switchgear	Baliga/FCG/FPE/Sterling / Flexpro/Sudhir/ Shyaam Switchgear	
8	Cables	Polycab /Finolex/ RR Kabel/ Universal cable/KEI	
9	GD	Detcon (IR700)/ Det-tronics (PIRECL) /Crowcon (Nimbus)/Honeywell/ ESP	
10	FD	Refer Annexure-II-B(Make (Model): Net Safety/ Pyrotector)/ Honeywell/ ESP/ Krom Schroder Refer Annexure-II-B	
11	SS 316 2 way Ball Valves	Parker/Swagelok/SSP/DK Lok/ Hamlet. Any other make subjected to MNGL Approval	
12	SS 316 Tubes	Sandvik/FAE/ Tubacex	
13	SS316 Fittings	Swagelok/Parker/SSP/D K Lok	
14	Pressure transmitter	Setra	

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15	Temperature transmitter	Exotherm	
16	Pressure & temperature gauge	AN Instruments" & "General Instruments	
17	Safety Valves	Mercer-USA/ Fainger Leser/ DK Lok	
18	Air compressor	IR make/Kirloskar/ELGI Any other make subjected to MNGL Approval	
20	Cable glands	Comet/Dowells/Sudhir /Any other make subjected to MNGL Approval	

Note: Bidder shall clearly mention the make and model of the items in 'OFFERED" column.


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Table VI

Check list for documents to be submitted by the bidder as per tender specification.

Sr. No.	Documents to be submitted in technical bid	Submitted
1	Process and instrument diagram with bill of material.	Yes / No
2	Duly filled in experience record proforma, as per Table I.	Yes / No
3	General arrangement drawing of the compressor package giving overall dimensions and erection / shipping weight.	Yes / No
4	Technical data sheet of compressor and Gas engine.	Yes / No
5	Typical cross sectional drg and literature to fully describe the details of major components such as Compressor, motor, Suction valve, Discharge valve, Piston rod gland packing, Piston rings, Coupling, Lube oil pump, etc.	Yes / No
6	Intercooler data sheet indicating material of tube, tube size etc.	Yes / No
7	Gas, water, lube oil, piping and instrument diagram.	Yes / No
8	Performance curves for mentioned pressure range	Yes / No
9	Torque speed characteristic of motor	Yes / No
10	List of commissioning spares per compressor package.	Yes / No
11	List of special tools & Tackles for installation & maintenance per compressor package.	Yes / No
12	List of major bought out items.	Yes / No
13	Leaflets, catalogues for all major items.	Yes / No
14	Shop test procedure.	Yes / No
15	Maintenance schedule of the compressor package along with list of spares.	Yes / No
16	Electrical single line diagram.	Yes / No
17	P&ID of priority panel.	Yes / No
18	Start up and shut down write up along with Operation philosophy.	Yes / No
19	Start up and shut down interlock diagram.	Yes / No
20	Duly filled compressor data sheet as per Table II.	Yes / No
21	Reference list of similar / identical compressor package supplied in last 7 years of CNG application.	Yes / No
22	Deviation sheet as per Table III.	Yes / No
23	Duly filled in Table IV	Yes / No
24	Training schedule with contents.	Yes / No
26	Duly filled in Table V	Yes / No
27	Any other document to be submitted as per tender specifications.	Yes / No
28	Life of major compressor components as listed in data sheet is provided	Yes / No