



MAHARASHTRA NATURAL GAS LTD., PUNE

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


CNG & CITY GAS DISTRIBUTION PROJECT

BID DOCUMENT FOR

Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No. MNGL/CP/2023-24/72 dated 09.08.2023

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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VOLUME-I OF II


SECTION – I

INVITATION FOR BIDS (IFB)

M/s. Maharashtra Natural Gas Ltd., Pune invites online bids **UNDER TWO BID SYSTEM** from eligible bidders for the item(s) in complete accordance with the Bid Documents.

1.0 TENDER INFORMATION

Tender Document Number	MNGL/CP/2023-24/72 dated 09.08.2023
ITEM(S)	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.
TYPE OF BID	Open Domestic Competitive Bidding
EARNEST MONEY/ BID SECURITY	Rs. 1,76,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/BG/RTGS/NEFT to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune. 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-411003 A/c No.: 35310073625 IFSC Code: SBIN0008966
BID SECURITY VALIDITY	6 (Six) months from the final bid due date
TENDER FEE (Non-refundable)	Not applicable
BID VALIDITY	4 (Four) months from the final bid due date
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	17.08.2023 till 15:00 Hrs. IST
Techno-commercial bid opening date and time	18.08.2023 at 16:00 Hrs. IST
Pre-bid meeting	11.08.2023 at 11:00 Hrs. IST VC Link: https://meet.google.com/xbz-wjoo-eom
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 Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor,

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	Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000 / 1190 / 1155 / 1153 Email: gasaid@mngl.in / neeraj@mngl.in / akshay.girme@mngl.in

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date. Please note that in accordance with the general conditions of tender, MNGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

2.0 BIDDING PROCEDURE

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

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


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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and MNGL website regularly for any updates on the tender. The ignorance to

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visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

4.0 PRE-BID MEETING

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

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:


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

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

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

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

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

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5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

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

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


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

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

5.8 ZERO DEVIATION TENDER

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

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualize Contract/Delivery Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.

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- xiii) Bidder have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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


“THIS IS NOT AN ORDER”

Yours faithfully,
For, Maharashtra Natural Gas Limited, Pune

Ganesh Said
Chief Manager (C&P)

Note:

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

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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1.0 Name of the Work:

This tender deals with Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.


2.0 Bidders Eligibility Criteria (BEC):

Keeping in view for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune and ordering to an agency on overall least-cost basis, the following BEC is proposed:

A) TECHNICAL:

- A.1 Bidder shall be an original equipment manufacturer (OEM) of USM and if bidder is not an OEM, then bidder should be authorized vendor as well as authorized service partner.
- A.2 Bidder should have designed, engineered, manufactured, integrated, tested, supplied, installed & commissioned at least 01 number of natural gas custody transfer system consisting of Ultrasonic Meter to Central Govt. / State Govt. / Public Sector Undertaking / CGD Companies in India in the last 05 (Five) years reckoned from the final bid due date.
- A.3 The supplied system to qualify against Clause No. (A.2) shall comprise of at least ultrasonic meter & flow computer in single order.
- A.4 The size & rating of the Ultrasonic Flowmeter in the supplied metering systems to qualify against Clause No. (A.2) shall be of 12" (Inch) or higher size.
- A.5 The supplied system to qualify against Clause No. (A.2) should have been commissioned and working for at least one year. Completion / execution certificate of the same is required from client as documentary evidence.

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

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B) FINANCIAL:

B.1 Turnover:

The bidder should have achieved a minimum annual turnover of Rs. 44 Lakhs in any one of the last 3 (Three) audited financial years i.e. 2020-21, 2021-22 & 2022-23.

B.2 Net Worth:

Net worth must be positive as per last audited financial statement i.e. for the financial year 2022-23.

B.3 Working Capital:

The bidder should have a minimum working capital of Rs. 8.80 Lakhs as per latest audited balance sheet i.e. for the year 2022-23.

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.

Bidder must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for last three audited financial years i.e. 2020-21, 2021-22 & 2022-23 in support of the above.


If the audited financial results of the immediately preceding financial year i.e. 2022-23 is not available, then the audited financial results of the year immediately prior to 2022-23 i.e. 2021-22 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2019-20, 2020-21 & 2021-22 shall be considered for calculation of Annual Turnover as specified at Cl. B of BEC-Financial Criteria.

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

3.0 Evaluation and Award of Contract:

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

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 03 (Three) Financial Years i.e. 2020-21, 2021-22 & 2022-23.

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SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION


The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://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 information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include

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


- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

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

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

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


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requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

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

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


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

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:


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

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

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A. GENERAL

1. Scope of Bid:
 - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids for the supply of goods as described in Section-IV, Special Condition of Contract.
 - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
 - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidder:
 - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
 - 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
 - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers /authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
 - 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
 - 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case. the decision of Purchaser shall be final and binding on the bidder.
 - 2.7 The bidder is not put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).

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3. One Bid per Bidder:

- 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed, and bids will be disqualified.
- 3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.
- 3.3 Alternative bids are not acceptable.

4. Bidder Eligibility:

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

5. Cost of Bidding:

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


B. BIDDING DOCUMENT

6. Content of Bidding:

- 6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause
- IFB, ITB, GCC, ATC
 - SCC, MR &TS, SOR, etc.
- 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents:

- 7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and

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facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on CPPP's e-procurement website <https://etenders.gov.in> and MNG website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.


8. Amendment of Bidding Documents:

- 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bidding due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders' query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders' query hosted on the above websites before submitting the bid.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue.
- 8.4 Bidders are advised to visit www.mngl.in and CPPP's e-tendering website from time to time to get updated information / documents.

C. PREPARATION OF BIDS

9. Language of Bid:

- 9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

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10 Documents Comprising the Bids:

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


10.1.1 Technical cover:

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


- i) Covering Letter as per format “Submission of Tender” / “Submission of Bid” enclosed with Part- A of Vol-I of II.
- ii) Bidder’s general/ details information as per format F-1.
- iii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure.
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good’s essential technical and performance characteristics; (b) a clause-by-clause commentary on Employer’s technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier’s / Banker’s cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
- x) Letter of authority in favour of any one or two of bidder’s executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xi) Confirmation of no deviation as per Format F-6.
- xii) Present commitments strictly as per form F-9.
- xiii) Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.
- xiv) Bidder’s declaration that they are not under liquidation, court receivership or similar proceedings.
- xv) Any other information/details required as per bid document.

10.1.2 Financial cover:


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

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- 10.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 10.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.
- 10.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 10.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right-hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 10.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 10.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.
11. Bid Form & Price Schedule:
- 11.1 The bidders shall complete the Bid Form and appropriate, Price schedule furnished in the Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.
12. Bid Prices:
- 12.1 The Bidder shall e-quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes to supply under the contract.
- 12.2 Indian Bidders shall indicate the following separately (as per Price Schedule)
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
 - B) Goods & Service Tax / Turnover (rates) which will be payable on the finished goods, if this contract is awarded.

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- C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.
 - D) The statutory variation in Goods & Service Tax on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except Goods & Service Tax) within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.
 - E) The total amount which can be claimed / set off by MNGL for CENVAT (for Goods & Service tax) separately.
- 12.3 Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder.
- 12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the Purchaser's right to contract on different terms.
- 12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13 Bid Currencies:
- 13.1 Bidders shall submit their bids in Indian Rupees only.
- 14 Documents Establishing Bidder's Eligibility and Qualification
- 14.1 Bid Evaluation Criteria:
- 14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

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14.2 Bidders Eligibility Criteria:

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

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

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country.
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract.
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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


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

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

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

- a) detailed description of the essential technical and performance characteristics of the goods.
- b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the

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PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16 Period of Validity of Bids:

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

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

17 Bid Security:

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

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

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favor of Maharashtra Natural Gas Limited, payable as per IFB (issued by Indian Nationalized /Scheduled bank or first-class international bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.
MNGL shall not be liable to pay any bank - charges, commission or interest on the amount of bid security.


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

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


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

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

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

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- 17.7 The bid security may be forfeited:
- If a bidder withdraws his bid during the period of bid validity.
 - in the case of a successful bidder, if the bidder fails:
 - to accept the Purchase Order in accordance with ITB Clause-41 or
 - to furnish Performance Guarantee in accordance with ITB Clause-42
 - to accept correction of errors pursuant to ITB Clause 32.0
 - If the Bidder changes the proposed manufacturer after submission of his bid.
- 17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.
- 17.9 **The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
- 18 Format and Signing of Bid
- 18.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original".
- 18.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.
- 18.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the persons signing the bid.
- 19 Zero Deviation
- 19.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc, to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.
- 19.2 If any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected: -
- Do not meet BEC Criteria
 - Bid Security

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- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualize Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
- xiv) Bidders is under liquidation.
- xv) Bidder is under litigation which owners considers a disqualification.
- xvi) Bids not conforming to technical specification/requirements.
- xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xviii) Price Reduction Schedule.

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

20 Mode of Payment:

20.1 Maharashtra Natural Gas Limited will issue A/C payee cheque for payment payable at par, in case work is awarded to bidder.

21 Agent/ consultant/ Representative/ Retainer/ Associate – Not applicable

D. SUBMISSION OF BIDS:


22.0 PREPARATION OF BIDS:

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

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

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

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

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23.0 DEADLINE FOR SUBMISSION OF BID:

- 23.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 23.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

24.0 LATE BIDS:

Any Bid Security / EMD received by the Purchaser after the deadline for submission of bid may render the bid to be declared "Late" and such bid is liable for rejection; such EMD may be returned unopened to the bidder at the sole discretion of the Purchaser.


25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 25.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.
- 25.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. MNG shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.


E. OPENING AND EVALUATION OF BIDS

26. Bid Opening:

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

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- 26.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.
- 26.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 26.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.
- 27 Process to be Confidential:
- 27.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.
- 28 Contacting the Purchaser:
- 28.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.
- 28.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 29 Preliminary Examination of Bids:
- 29.1 Technical-Commercial Bid Evaluation
- 29.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 29.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.
- 29.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to

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the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

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

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

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

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

30.0 **OPENING OF PRICE BID:**

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


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

31 Arithmetic Corrections:


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

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

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

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- 32 Conversion to Single Currency *[Applicable in ICB tenders only]*:
- 32.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.
- 33 Evaluation and Comparison of Bids:
- 33.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.
- 33.2 Bid Evaluation and Comparison Criteria:
The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:
- (A) **Domestic Bidders:**
The evaluated price of domestic bidders shall include the following:
- i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately
 - ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract
 - iii) Goods & Service Tax on the finished goods.
- 33.3 OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following in account:
- i) Total value on FOT site basis including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para-A above.
 - ii) Cost of mandatory spares, if any.
 - iii) **The total site price quoted shall be compared.**
- 33.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.


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34 Domestic Preference:

34.1 VOID

34.2 PROCUREMENTS FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA:

- I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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V. "Beneficial owner" for the purpose of above (IV) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
2. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

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- VII. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- IX. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

F. AWARD OF CONTRACT:

35 Post Qualification:


- 35.1 In the absence of pre-qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

36 Award Criteria:

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


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

- 37.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by **up to 20%** the quantity of GOODS specified in the Material

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Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

- 38 PURCHASER's Right to Accept Any Bid and to reject Any or All Bids:
- 38.1 PURCHASER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 39 Notification of Award/ Fax of Intent / Purchase Order:
- 39.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.
- 39.2 Delivery shall be counted from the date of Delivery Order.
- 39.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.
- 40 Acceptance of Purchase Order:
- 40.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 07 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 41 Performance Guarantee:
- 41.1 Unless mentioned in notification of award /Fax of Intent / Purchase Order within 15 days of the receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.
- 41.2 The performance guarantee shall be for an amount equal to 10% of the annualize value towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract

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


42 Income Tax Liability:

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

43 Corrupt or Fraudulent Practices:

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

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice” means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

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SECTION – III


GENERAL CONDITIONS OF CONTRACT (GCC - GOODS)

FOR SUPPLY

1 Definitions:


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

- 1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid
- 1.3 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
- 1.10 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of


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

- 1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.13 COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- 1.14 "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.
- 1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day
- 1.16 DELIVERY terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.
- 1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.
- 1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.19 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.

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- 1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.
- 1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment's, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER
- 1.25 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.26 PURCHASER/EMPLOYER/OWNER/COMPANY/MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra) PURCHASER includes successors, assigns of MNGL.
- 1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.28 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.29 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.


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Quantities – Bills of quantities

Bills of quantities:

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

- 1.30 SELLER/SUPPLIER/CONTRACTOR shall mean the person, firm or company with whom PURCHASE ORDER/AWARD OF WORK/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.31 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.32 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services must be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.33 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.34 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.35 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.36 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

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- 1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order
- 1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.42 "WEEK" means a period of any consecutive seven days.
- 1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

2 Seller to Inform:

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

3 Application:


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

4 Country of Origin:


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

5 Scope of Contract:

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

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- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish six (6) copies in English language of technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment's to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

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6 Standards:

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

7 Instructions, Direction & Correspondence:


- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.
 - All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8 Contract Obligations:

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 Modification in Contract:

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

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

10 Use of Contract Documents & Information:


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

11 Patent Rights, Liability & Compliance of Regulations:

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Performance Guarantee:

- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the annualize value of the CONTRACT, if the contract value is above Rs. 2.0 Lacs.

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

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

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

13 Inspection, Testing & Expediting:


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

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


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

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

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

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- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days

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and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule & Progress Reporting:

14.1 Time Schedule Network/Bar Chart

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

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

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

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

14.2 Progress Trend Chart/Monthly Report

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


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

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

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

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


14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive, or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with

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such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

15 Delivery & Documents:

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
 - a) In the case of FOB Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. However, for CFR & CIF Contracts delivery date will be receipt of goods at Indian Port.
 - b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

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16 Transit Risk Insurance:

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser against the advance information by the contractor with all the details.

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

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by Bidder.

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

16.2 PURCHASER's Insurance Agent:

[The name and address-as mentioned under SCC]


17 Transportation:

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

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

18 Incidental Services:

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

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

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

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

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

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

19 Spare Parts, Maintenance Tools, Lubricants:

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

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


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

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when requested.

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

19.2.1 The construction, execution and commissioning.

19.2.2 2 Years' operation and maintenance.


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- 19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
- 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trademark), quality and grade.
- 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.8.3 Seller shall indicate various equivalent lubricants available in India.

20 Guarantee:

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

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

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If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to 06 (Six) months from the date of supply and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT


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

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

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment:


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

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- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

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

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22 Prices:

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

23 Subletting & Assignment:


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

24 Time as Essence of Contract:

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

25 Delays in The Seller's Performance:

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed, and SELLER shall be liable without limitation for the hire charges; or
 - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
 - iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:
forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

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26 Price Reduction Schedule for Delayed Delivery:

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

26.1.1 Deductions shall apply as per following formula:

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the delayed delivery value per complete week of delay or part thereof subject to a maximum upto 5% of the total order value.

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

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


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

27 Rejections, Removal of Rejected Equipment & Replacement:

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

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

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

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

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

28 Termination of Contract:

28.1 Termination for Default

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


- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

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

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

28.2 Termination for Insolvency

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

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28.3 Termination for Convenience

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

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure:


29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

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

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

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30 Resolution of Disputes/Arbitration:

- 30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.
- 30.3 The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.
- 30.4 **Arbitration**
All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.


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

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

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

30.5 Jurisdiction:

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

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31 Governing Language:

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

32 Notices:


- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes & Duties:

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

34 Books & Records:

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

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35 Permits & Certificates:


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

36 General:

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.
- 36.3 Recovery of sums due
All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
- 36.5 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)
- 36.6 Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.

37 Import License:

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

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38 FALL CLAUSES:


- 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
The above stipulation will, however, not apply to:
- 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.
- 38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

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

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

39 Publicity & Advertising:

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

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40 Repeat Order:


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

41 Limitation of Liability:

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

42 ADDITIONS TO GCC:

- i) In case of range of variation up to inclusive of range of +50% & -50% no increase and' or decrease shall be applicable in Schedule of Rates.
- ii) Abnormally High Rated Item (AHR):
In items rate contract where the quoted rates for the item, exceed 50% of the owners' estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates:
 1. Rates as per BOQ, quoted by the Contractor.
 2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
 - b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractors' profit, overhead and other expenses, when the rates are not available in the contracts.
- iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.

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GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)

FOR CALIBRATION, INSTALLATION & COMMISSIONING ETC.

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GENERAL CONDITIONS OF CONTRACT


Section- I Definitions

1. Definition of Terms:
 - 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
 - 1.1.1 The PURCHASER/OWNER/EMPLOYER/COMPANY/MNGL means MAHARASHTRA NATURAL GAS LIMITED, incorporated under the Company's act 1956 and having its Registered office at Pune and includes its successors and assigns.
 - 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
 - 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
 - 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
 - 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
 - 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
 - 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
 - 1.1.8 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and


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

- 1.1.9 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.10 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the MNGL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.11 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.12 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.13 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.14 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.15 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/ EMPLOYER after the period of liability is over.
- 1.1.16 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.17 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

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- 1.1.18 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.19 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.20 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.21 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.22 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.23 "LETTER OF INTENT/FAX OF INTENT/SERVICE ORDER" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.24 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.25 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.26 "WEEK" means a period of any consecutive seven days.
- 1.1.27 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.28 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.29 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.30 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction

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

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

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

Section-II General Information


2. General Information

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

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

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

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


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

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


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

- 2.4 Power Supply:
- 2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.
- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the

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ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising there from.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable Starting device approved by the ENGINEER- IN- CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the ENGINEER- IN- CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer along with his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the

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

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

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

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


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

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

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

Section-III General Instructions to Tenderers

3. Submission of Tender:
- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at


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the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. The tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for Project of Maharashtra Natural Gas Limited due for opening on]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left-hand corner of the sealed cover.
4. Documents:
 - 4.1 General:

The tenders as submitted will consist of the following:

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

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

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

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


- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

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

4.5 Signature of Tenderer:


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

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

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- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.
- 4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).
- 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Maharashtra Natural Gas Limited, and that M/s Maharashtra Natural Gas Limited, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s Maharashtra Natural Gas Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Maharashtra Natural Gas Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.
5. Transfer of Tender Documents:
- 5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.
6. Earnest Money:
- 6.1 The bidder must pay Earnest Money as given in the letter / notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The bid guarantee shall be submitted in the prescribed format.

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

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

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

Note:


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

7 Validity:

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

8 Addenda/Corrigenda:

- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organization to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

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9 Right of Employer to Accept or Reject Tender:

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

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


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

10 Time Schedule

- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.
- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN- CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction program will be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction program as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets / programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets / programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.


11 Tenderer's Responsibility

- 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will


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not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

- 12 Retired Government or Company Officers
VOID
- 13 Signing of the Contract:
 - 13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 14 Field Management & Controlling/Coordinating Authority:
 - 14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.
 - 14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.
- 15 Note to Schedule of Rates:
 - 15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.
 - 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.
 - 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.
 - 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

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- 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 16 Policy for Tenders under Consideration:
- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by MNGL to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
- 17 Award of Contract:
- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telex/ Telegram/ Fax or by Letter or like means defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.
- 18 Clarification of Tender Document:
- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to MNGL in triplicate. MNGL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.
- 18.2 Verbal clarification and information given by MNGL or its employee(s) or its representatives shall not in any way be binding on MNGL.

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19 Local Conditions:

- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. MNGL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

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


Section-IV General Obligations

21 Priority of Contract Documents

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


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

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS

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shall nevertheless, be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

- 21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.
- 21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.
- 22 Special Conditions of Contract:
- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over- ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

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23 Contractor to obtain his own Information:

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

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

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

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

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

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

24 Contract Performance Security:


24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the annualized accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

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

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

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

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

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

25 Time of Performance:

25.1 Time for Mobilization

The work covered by this CONTRACT shall be commenced within seven (7) days, the date of letter/Fax of Intent or as mentioned in Letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.


25.2 Time Schedule of Construction:

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

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

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

The above L1, L2 schedule shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

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26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURES

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

The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

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


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

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

26.2 OUTBREAK OF WAR

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

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

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27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by $\frac{1}{2}\%$ of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5% of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

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

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


28 Rights of the employer to forfeit contract performance security:

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

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

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

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

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work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.


- b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

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


- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

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

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

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- 29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.
- 30 Contractor remains liable to pay compensation if action not taken under clause 29.
- 30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.
- 31 Change in constitution:
- 31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

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32 Termination of contract

32(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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


If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

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


33 Members of the employer not individually liable:

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

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

- 34 Employer not bound by personal representations:
- 34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.
- 35 Contractor's office at site:
- 35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all-time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.
- 36 Contractor's subordinate staff and their conduct
- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub- agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUBCONTRACTOR'S agents, sub- agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the

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ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

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

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


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

37 Sub-letting of works:


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

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:


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

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- ii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:**
At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.
- iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUBCONTRACTORS:**
Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.
- iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**
If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.
- v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**
No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.
- 38 **Power of entry:**
- 38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.
- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
 - ii) fail to carry out the WORK in accordance with the Time Schedule, or
 - iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
 - iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
 - v) fail to supply sufficient or suitable construction plant, temporary works, labor, materials or things, or
 - vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the

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- above-mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK or
 - viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.
- 39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:
- 39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorize representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint

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scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

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

40 Other agencies at site:

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

41 Notice:

41.1 TO THE CONTRACTOR:

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


41.2 TO THE EMPLOYER:

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

42 Right of various interests:

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


ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK

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covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and Royalties:


- 43.1** The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process and methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free license to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.
- 43.2** All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3** The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.
- 43.4** The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory

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

44 Liens:

- 44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.
- 44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

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45 Delays by employer or his authorized agents:

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

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

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

46 Payment if the contract is terminated:

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


- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

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

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


47 No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the

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EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

- 48 Certificate not to affect right of employer and liability of contractor:
- 48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
- 49 Language and measures:
- 49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
- 50 Transfer of title:
- 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
- 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.
- 51 Release of information:
- 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

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52 Brand names:

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

53 Completion of contract:

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

54 Spares:

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


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

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

SECTION-V Performance of Work

55 Execution of work:

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

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56 Co-ordination and inspection of work:

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

57 Work in monsoon and dewatering:

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

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


58 Work on Sundays and holidays:

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 General conditions for construction and erection work:

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

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

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

60 Alterations in specifications, design and extra works:


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

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

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

I. For Item Rate Contract

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


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- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:

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

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

Sl. No. Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a) Beyond (+) 25% up to & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).

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- b) Beyond (-) 25% up to & inclusive of (-) 50%
- For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lump sum Contracts


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

61 Drawings to be supplied by the employer

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

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

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62.2 Where approval/review of drawings before manufacture/construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER- IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for (Name of Work)

Agreement No.:

Signed:

(CONTRACTOR)

(ENGINEER-IN-CHARGE)


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

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


63 Setting out works:

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

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

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- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing, but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.
- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.
- 64 Responsibility for level and alignment:
- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.
- 65 Materials to be supplied by contractor:
- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.
- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

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66 Stores supplied by the employer:

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


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

67 Conditions for issue of materials:

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

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

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

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

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


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

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

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

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

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

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

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

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

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


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

69 Materials obtained from dismantling:

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

70 Articles of value found:

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the

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CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

71 Discrepancies between instructions:

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


72 Action where no specification is issued:

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

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days' notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

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

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

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

74 Tests for quality of work:

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

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


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

75 Samples for approval:

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

76 Action and compensation in case of bad work:

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality

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


77 Suspension of works:

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

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

78 Employer may do part of work:

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

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79 Possession prior to completion:

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

80 (Defects liability period) twelve months period of liability from the date of issue of completion certificate:


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

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

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

80.3 LIMITATION OF LIABILITY

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

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81 Care of works:


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

81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done, or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

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

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81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:


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

83 Training of employer's personnel:

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

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior

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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 equipments up to the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.


- 84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

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

86 Construction aids, equipments, tools & tackles:

- 86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so

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imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION-VI Certificates and Payments

87 Schedule of rates and payments:


87.1 i) **CONTRACTOR'S REMUNERATION:**

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) **SCHEDULE OF RATES TO BE INCLUSIVE:**

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

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

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

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

iv) **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:**

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

v) **SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**


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

vi) **SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

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

vii) **SCHEDULE OF RATES CANNOT BE ALTERED:**

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

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

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

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

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

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

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


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

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


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

88.2 SECURED ADVANCE ON MATERIAL:

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

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- 88.3 DISPUTE IN MODE OF MEASUREMENT:
In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.
- 88.4 ROUNDING OF AMOUNTS:
In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.
- 89 Lump sum in tender:
- 89.1 The payment against any Lump sum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN- CHARGE.
- 90 Running account payments to be regarded as advance:
- 90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the occurring of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK; otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties
- 91 Notice of claims for additional payments:
- 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer


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the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of these rights in respect thereof.

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

92 Payment of contractor's bill:

- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.
- 92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

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93 Receipt for payment:

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

94 Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

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


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

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

94.2 COMPLETION CERTIFICATE:

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

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

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94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:


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

96 Certificate and payments on evidence of completion:

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

97 Deductions from the contract price:

- 97.1** All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due.

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

SECTION-VII Taxes and Insurance

98 Taxes, Duties, Octroi / LBT etc:


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

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

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

99 Goods & Service tax/turnover tax:

- 99.1 Tenderer should quote all-inclusive prices including the liability of Goods & Service Tax/ Turnover Tax whether on the works contract as a whole or in

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respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT. Since MNGL would be paying CENVAT, Goods & Service tax, and claims reimbursement / set off for the same contractor shall furnish appropriate invoice to MNGL for such claims / set off by MNGL.

100 Statutory variations

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


101 Insurance:

101.1 GENERAL

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

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

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such

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documents and ensure revalidation/renewal etc., as may be necessary well in time.

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


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

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

i) **EMPLOYEES STATE INSURANCE ACT:**

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

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

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Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUBCONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

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

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


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

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

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

vi) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to

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property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

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

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

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

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


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

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

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

102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work

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of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTOR.


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

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


SECTION-VIII Labor Laws

103 Labor laws:

- i) No labor below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to laborer's engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labor laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labor laws.
- v) If the CONTRACTOR is covered under the Contract labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labor commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTORS 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.

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- vii) The CONTRACTOR shall furnish to the ENGINEER-INCHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto, and rules made there under from time to time.
- ix) 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- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

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104 Implementation of apprentice's act, 1961:

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


105 Contractor to indemnify the employer:

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

ii) **PAYMENT OF CLAIMS AND DAMAGES:**

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

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER

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shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all 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.

106.2 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.

SECTION-IX Applicable Laws and Settlement of Disputes

107 Arbitration:


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

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

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

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

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matters

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relating to this contract are subject to the exclusive jurisdiction of the court situated at Pune.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

108 Jurisdiction:

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

SECTION-X Safety Codes

109 General:

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


110 Safety regulations:

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

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

111 First aid and industrial injuries:

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

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- ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

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

113 Contractor's barricades:


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

- a) Excavations
- b) Hoisting Areas.
- c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
- d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
- e) Railroad unloading spots.
- ii) CONTRACTOR's employees and those of his SUBCONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

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

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

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ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

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

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


115 Excavation and trenching:

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

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

116 Demolition/general safety:

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

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- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

- 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
- 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and

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adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

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

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

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


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

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

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-

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spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

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

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

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

117 Care in handling inflammable gas:

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER

118 Temporary combustible structures:


118.1 Temporary combustible structures will not be built near or around work site.

119 Precautions against fire:

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the worksite.

120 Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK, they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and

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responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly there from.

121 Mines act:

121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labor directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.


121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition,

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the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

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


125 ADDITIONS TO GCC:

i) In case of range of variation up to inclusive of range of +50% & -50% no increase and/or decrease shall be applicable in Schedule of Rates.

ii) **Abnormally High Rated Item (AHR):**
In items rate contract where the quoted rates for the item, exceed 50% of the owners' estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates:

1. Rates as per BOQ, quoted by the Contractor.
2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
 - b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractors' profit, overhead and other expenses, when the rates are not available in the contracts.

iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.

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Annexure-I to GCC

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER


(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS MAHARASHTRA NATURAL GAS LIMITED (hereinafter referred to as MNGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Pune has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) MNGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by MNGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by MNGL to the CONTRACTOR, MNGL has required the CONTRACTOR to furnish to MNGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.


NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified MNGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to MNGL of the said

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materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to MNGL forthwith on demand in writing without protest or demur the value as specified by MNGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with MNGL 'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of Rs. _____ (Rupees _____).

AND THE CONTRACTOR hereby agrees with MNGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of MNGL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to MNGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of MNGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of MNGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

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

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

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Annexure-II to GCC

PROFORMA FOR CONTRACT AGREEMENT


SO. No. MNG /

dated -----

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

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

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AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.


NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove

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the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon, and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and delivered for and on
on behalf of EMPLOYER.

Signed and delivered for and
on behalf of the CONTRACTOR.

MAHARASHTRA NATURAL GAS LTD.

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____


IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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SECTION – IV

ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

Sl. No.	Description
1)	Annexure-I : Bid Evaluation Criteria
2)	Annexure-II : List of Formats
3)	Annexure-III : BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS
4)	Annexure-IV : Check List

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

EVALUATION / COMPARISON OF BIDS

- 1.0 The Employer will examine the bids to determine whether the bids are complete as per Check List, Stamped and signed on each page and are in order.

2.0 **EARNEST MONEY DEPOSIT**

The bids without requisite EMD and / or EMD not in the prescribed proforma will not be considered and bids of such bidders shall be rejected.

Note:

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

3.0 **DEVIATION TO STIPULATIONS**

“It may be noted that since this is zero deviation tender the bidder is advised to quote strictly as per terms & conditions of tender document & not to stipulate any deviation/ exception. Offers requesting deviation shall not be amended for further evaluation & shall be summarily rejected”.

4.0 **CONFORMANCE TO SCOPE OF WORK**

Bidder will be required to confirm to the Scope of Work as mentioned in SCC, Scope of work, Schedule of Rates and Job Specification/ Technical Specifications.


5.0 **CONFORMANCE TO SCOPE OF SUPPLY**

Bidder will be required to confirm to the Scope of Supply as mentioned in SCC, Schedule of Rates, scope of work and Jobs Specification/ Technical Specifications.

6.0 **DETERMINATION OF RESPONSIVENESS**

The bid submitted by the bidder should be responsive to the requirements of the Bidding Document. A responsive bid is one which conforms to the terms, conditions and specifications of the Bidding Document and Bid Evaluation Criteria without **Deviation**.

- 7.0 Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation/ exception as it is “No Deviation” tender. Offers with any Exception/ deviation shall be liable for rejection.

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8.0 Bidder will be required to establish up to the satisfaction of Owner that the resources proposed to be deployed as per SCC by the bidder are in conformity with the WORK REQUIREMENT.

9.0 **EVALUATION OF PRICE BIDS**

- i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.
- ii) Quoted price for the complete scope of work and supply as per SOR shall be taken into account for arriving at the lowest evaluated price.

10.0 **BIDDERS MUST CHECK THAT THEIR BID IS COMPLETE IN ALL RESPECTS WITH ALL DETAILS AS PER VARIOUS FORMATS ENCLOSED IN INSTRUCTIONS TO BIDDERS, CHECK LIST AND COMMERCIAL QUESTIONNAIRE REPLIED**


Issue of any technical/ commercial questionnaire or having any classificatory discussions, in general, is not envisaged. Bidders in their own interest must ensure that their bid is complete in all respects complying with the requirement of Instructions to Bidders and have furnished all details/ clarifications/ confirmations. Also note that all details/ documents shall be submitted in relevant SECTIONS and mentioned in CHECK LIST.

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

CONTENT

Sl. No.	Description	
1)	F-1	: Bidder's General Information
2)	F-1A	: Detail information about bidder (in case of open Tender)
3)	F-2	: Bid Form
4)	F-3	: List of Enclosures
5)	F-3A	: Financial Detail
6)	F-4	: Proforma for Bank Guarantee for EMD/ Bid Security Instruction for Furnishing Bid Guarantee/ Bank Guarantee
7)	F-5	: Letter of Authority
8)	F-6	: No Deviation Confirmation
9)	F-7	: Certificate
10)	F-8	: Details of Similar Work done during past five years
11)	F-9	: Present commitments of the Bidder
12)	F-10	: Proforma of Bank Guarantee for Contract Performance Security
13)	F-16	: Format for No Claim Certificate


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**F-1
BIDDER'S GENERAL INFORMATION**

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

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


(SIGNATURE OF BIDDER WITH SEAL)

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

1. IN CASE OF INDIVIDUAL
 - 1.1 Name of Business
 - 1.2 Whether his business is registered
 - 1.3 Date of commencement of business
 - 1.4 Whether he pays Income Tax over Rs. 10,000/- per year
2. IN CASE OF PARTNERSHIP
 - 2.1 Name of Partners
 - 2.2 Whether the partnership is registered
 - 2.3 Date of establishment of firm
 - 2.4 If each of partners of the firm pays Income Tax over Rs.10,000/- per year and if so, which of them pays the same.
3. IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEE
 - 3.1 Amount of paid-up capital
 - 3.2 Name of Directors
 - 3.3 Date of Registration of Company
 - 3.4 Copies of the balance sheet of the company of the last three years.

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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**F-2
BID FORM**

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

Dear Sir,

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

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

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

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

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

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

Dated this Day of 2023


SEAL AND SIGNATURE

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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**F-3
LIST OF ENCLOSURES**


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

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. QA/OC Manuals.
3. Health Safety and Environment (HSE) Policy and HSE Manual.
4. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.
5. Methodology of execution of work.
6. Execution schedule with interlinking of various activities.
7. Copy of Bidding Documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNG, Pune. Bid No. MNG/CP/2023-24/72
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**F-3A
FINANCIAL DETAIL**

EACH BIDDER MUST FILL IN THIS FORM

- a) Annual Turnover data for the last 3 years.

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

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


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

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

- Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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F-4
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID
SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.: Bank Guarantee No.
Date


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

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

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Maharashtra Natural Gas Limited the amount _____ without any reservation, protest, demur and recourse. Any such demand made by MNGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be 6 months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ whose behalf this guarantee is issued.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 2023 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp


Attorney as per

Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE / BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax from where the earnest money bond has been issued.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,


Signature

Name & Designation

For and on behalf of

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

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune. Bid No. MNGL/CP/2023-24/72
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**F-6
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO.:


Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

SL. NO.	CLAUSE NO.	PAGE NO. OF TENDER DOCUMENT	DEVIATION	REASONS FOR DEVIATION

Any exceptions / deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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**F-7
CERTIFICATE**


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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune. Bid No. MNGL/CP/2023-24/72
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F-8
DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

Description of the work	Location of the work	Full Post Address and Phone nos. of Client & Name of Officer-in charge	Value of Contract	Date of Commencement of work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any


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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)


 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune. Bid No. MNGL/CP/2023-24/72
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**F-9
PRESENT COMMITMENTS OF THE BIDDER**

Full Postal Address and phone nos. of Client & Name of Officer-in-charge	Description of Work	Date of Commencement of Work	Scheduled Completion Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

(SEAL AND SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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F – 9A
[APPLICABLE FOR DOMESTIC TENDERS]
PACKING, MARKING AND SHIPPING INSTRUCTIONS


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

- a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY

1.1 Packing

- 1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 1.1.3 All delicate surface on equipment's/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.

- 1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.
- 1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.
- 1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.
- 1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

1.2 Marking

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

(OWNER)
PROJECT
(DESTINATION)

Purchase order No. _____


Net Wt. _____ Kgs.

Gross Wt. _____ Kgs.

Dimensions _____ X _____ X _____ CMS.

Package No. (S. No. of total Packages)

Supplier's name _____

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

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

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

1.3 Dispatch

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

(b) Dispatch by Road

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

(ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following: -

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


(c) Shipment by Air

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


(d) Advance Information

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

- Ch. Manager (C&P), MNGL, Pune

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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- Respective consignee fax nos. at site (to be indicated in Purchase Order).
- (e) Transmission of Dispatch Documents
SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.
 - (i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.
 - (ii) Delivery Note/Railway Receipt/Truck Receipt.
 - (iii) Manufacturer's/Supplier's Guarantee Certificate
 - (iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses:
 - A M/s. Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Ph. No. – 020 25611000
Fax no. – 020 25511522
 - B Office Incharge
Maharashtra Natural Gas Limited,
Respective MNGL Site(s) address.
(The Bidder shall request for add. 15 days in advance before dispatch)
- (f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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F-10
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
SECURITY
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)


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

Dear Sir,
M/s _____ have been awarded
the _____ work _____ of
_____ for
Maharashtra Natural Gas Limited, PUNE vide Service Order No.
_____ dated _____.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs. _____
(Rupees _____)
as full Contract Performance Guarantee in the form therein mentioned. The form of
payment of Contract Performance Guarantee includes guarantee executed by
Nationalized Bank, undertaking full responsibility to indemnify Maharashtra Natural
Gas Limited, in case of default.

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/ or that any dispute or disputes are pending before any officer, tribunal or court.


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

Yours faithfully,

_____ Bank

By its Constituted
Attorney

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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F-16

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

NO CLAIM CERTIFICATE

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

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


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

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

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

Signature with Seal of Contractor

Dated:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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(To be given on Company Letter Head)

FORMAT FOR TENDER ACCEPTANCE LETTER

Date:

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

Sub.: Acceptance of tender terms & conditions without any deviation.


Tender Reference No.:

Name of Tender / Work:

Dear Sir / Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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(To be given on Company Letter Head)

UNDERTAKING OF LAND-BORDER ON LETTERHEAD

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

Sub.:

Tender No.:

Dear Sir,

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

- (i) Not from such a country [☒]
- (ii) If from such a country, has been registered [☐]
With the Competent Authority.

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


(Bidder to tick appropriate option above)

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


Place:
Date:

{Signature of Authorised Signatory of Bidder}

Name:
Designation:
Seal:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS
{Annexure – III to Instruction to Bidder (ITB)}

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune. Bid No. MNGL/CP/2023-24/72
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BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Following shall be duly filled in and should be returned by the bidder along with each copy of Unpriced Part of Bid / Offer


Sl. No.	Description	Bidder's Confirmation
1	Bidder's details: a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) State / UT where Registered Office of Company is located g) State / UT where Manufacturing Facilities of the Company is located h) Name and Designation of the person signing the Bid	
2	In case the bidder is not manufacturer: a) Name b) Full address c) Tel. No. d) Fax No. e) E-mail f) Name and Designation of the contact person	
3	The followings are to be enclosed along with the bid: a) Power of Authority of the person signing the bid b) Letter of Authority of the person attending the bid opening. c) In case bidder is not manufacturer: Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	
4	Indicate Country of origin of offered GOODS	
5	Indicate dispatch point (Place of dispatch)	
6	Bid Security Details: a) Name and Address of Issuing Bank: b) Security No. & Date: c) Value (Rs. _____) d) Validity (Valid Minimum for 6 (Six) months from the final date of submission of offer e) Details of Issuing Bank i) Name: ii) Full Address: iii) Tel. No.:	

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune. Bid No. MNGL/CP/2023-24/72
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	iv) Fax. No.: v) E-mail: vi) Name & Designation of the contact person:	
7	Validity of Bid: Valid minimum for Four (4) months from the final date of submission of offer.	
8	a) Please confirm that the scope of work is complete as per tender requirement. b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format attached with bid document. c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere the same shall be considered 'NULL & VOID'.	
9	Delivery Period / Completion Period: Confirm your acceptance of delivery period completion period as per requirement Specified in bid Document in 'Time Schedule' on FOT Project Site Basis to be reckoned from date of Delivery Order (DO).	
10	Currency of Offer: a) Please indicate the currency in which the offer is submitted. (For foreign bidder US Dollar for foreign component and / or Indian Rupee). b) For Domestic bidder in Indian Rupees c) Please confirm that currency once quoted shall not be permitted to be changed.	
11	Correspondence Language: a) Confirm that all correspondences will be in English language only.	
12	Price: a) Ensure and confirm that unit prices Quoted in 'Price Schedule', (i.e. Schedule of Rates) on FOT Site Basis. b) Confirm that price quoted are as per 'Price Format' given in tender document without any change. c) Confirm that quoted prices will remain firm and fixed till complete execution of the order. Purchase Order (PO), placed within offer validity, shall be considered as 'Notification of Award of Contract'. d) Confirm that the tender document is carefully studied & understood and have taken its full consideration in the quoted prices. e) Confirm that Blank SOR submitted with un-priced part of the bid contains the followings i) Each 'Cell' of the schedule has been marked "Quoted" or "Not Quoted" and none of the 'Cell' has been left blank. ii) All information on the top of the SOR or at the 'Note' of the SOR has been provided in totality.	
13	Spares (Article – 19 of GCC):	

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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	Confirm that 2 Years Spares if required in Bid Document, has been quoted on FOT Site and or FOB port of exit Basis and Freight charges have also been indicated separately.	
14	<p>Freight Charges:</p> <p>For Indian Bidder-Ensure & confirm that firm freight charges upto Project Site has been quoted separately for each item in SOR.</p>	
15	<p>Transit Insurance and all other insurances:</p> <p>a) Transit Insurance and all other insurance shall not be arranged by the Purchaser. Confirm that Insurance charges have been included in Quoted Price.</p>	
16	<p>Goods & Service Tax for Indian bidders:</p> <p>Indicate rate of taxes & duties applicable, as quoted in price schedule</p> <p>a) Goods & Service Tax (GST)</p> <p>b) The LBT applicable on delivery of finished / contracted goods at MNGL's designated location / store in & around Pune shall be paid by the Purchaser.</p> <p>c) Confirm that GST indicated above is what have been indicated in blanked SOR and in Priced SOR submitted.</p> <p>d) In case of Discrepancy, rate indicated here shall be considered for bid evaluation. However, order will be placed on the lower one. Difference will be borne and paid by bidder.</p>	
17	<p>Taxes & Duties for Indian bidders:</p> <p>All taxes, duties, levies, License fee etc. incurred until delivery of the contracted goods, shall be borne and paid by the bidder. However, Goods & Service Tax on finished products shall be reimbursed by the Owner (limited to provisions in the quoted price as per bid document).</p> <p>The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on Goods & Service Tax within contractual delivery schedule, shall be borne and paid by the Owner. (However, limited to provision in bid document).</p>	
18	<p>Goods & Service Tax for Indian bidders:</p> <p>a) Indicate present rate of terminal Goods & Service Tax (GST) applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of GST is applicable then such rates as considered in offer are to be indicated in the itemized Spare parts list.</p> <p>b) If there is any variation in GST at the time of supplies for any reason, other than statutory, including due to turnover, confirm the same will be borne by bidder.</p> <p>c) It is noted and confirmed that statutory variation in GST within contractual delivery shall be to Owner's account.</p> <p>d) If Goods & Service Tax is presently not applicable, confirm</p>	

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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	whether the same will be borne by bidder in case it becomes leviable later.	
	e) In case (b) or (d) is not acceptable, indicate maximum rate of Goods & Service Tax chargeable (same shall be considered by Owner for price evaluation & comparison).	
19	<p>Price Reduction Schedule:</p> <p>a) Confirm acceptance of Price Reduction Schedule (PRS) as per GCC and modified as per SCC</p> <p>i) For delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document.</p> <p>ii) for deficiency in performance & services as per provision of Bid Document. The invoice shall be submitted for the amount duly reduced to the extent of PRS. Otherwise, purchaser / owner reserve right to deduct the same.</p> <p>b) Confirm in case of delay in delivery beyond CDD, any new or additional or increase in taxes and duties imposed after contractual delivery the same shall be to Bidder's account.</p>	
20	<p>Terms of Payment as specified in Special conditions of Contracts:</p> <p>a) Confirm acceptance of terms of payment.</p> <p>b) It is noted and confirmed that deviations to 'Terms & Conditions of Payment' may lead to rejection of offer, as Owner considers fit.</p> <p>c) All the Deviation have been indicated in 'Exception & Deviation' format (including annexure, if any) and have not been repeated in the bid/offer and if repeated, the same shall be considered " Null & Void"</p>	
21	<p>Guarantee / Warrantee</p> <p>Confirm that the GOODS shall be guaranteed against defective materials/workmanship etc. for a period of 24 months from the last Shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warrantee conditions of Bid Document.</p>	
22	<p>Contract-cum-Performance BG:</p> <p>Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of annualize value shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty or Defect Liability period, as applicable as per terms of Bid Document.</p>	
23	<p>Inspection (Article – 13 of GCC):</p> <p>a) Confirm acceptance to inspection requirement as per Bid Document.</p> <p>b) As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges,</p>	

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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	since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner.	
24	<p>Part order: Confirm acceptance to PART ORDER. In case of part ordering any value of part ordering, charges if quoted lumpsum and/or applicable to more than one item, shall be prorated on value basis.</p>	
25	<p>Quantity Variation: PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 20% the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.</p>	
26	<p>Agent Commission: a) Confirm Agent Commission has been indicated in the price bid. b) The Agent Commission has been included in FOB/CFR/CIF prices indicated in the price bid.</p>	
27	<p>Advance Payment: Please note that No Advance payment shall be made by Purchaser / Owner</p>	
28	<p>MISCELLANEOUS: a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. b) Confirm that all document, as per Article -10 of ITB 'Documents comprising after by Bidder', have been enclosed. c) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those receive late or incomplete.</p>	
29	<p>Declaration by Bidder: a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Deviation' format. b) Confirmed that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner. c) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.</p>	


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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<p>d) Confirm that you have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted, then this fact must be clearly stated.</p> <p>e) Confirm that bidder is not under litigation including arbitration for 20 years</p> <p>i) If answer is No than confirm that complete details of litigation and / or arbitration have been furnished in the offer.</p>	
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Stamp:

Bidder Signature:
Name:
Designation:

(STAMP & SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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CHECK LIST

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

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped **check list with each copy of the “Unpriced Part”** of his bid.

(A) EMD/ BG DETAILS ETC.

(A.1) Letter of Submission (i.e. F-2: Bid Form)
Submitted ☐

(A.2) EMD/ BID GUARANTEE/ BID SECURITY

Bidder to confirm that EMD/
Bid Guarantee/ Bid Security has
Been submitted by them as
per Tender Proforma (i.e. F4)
Submitted

☐

(1) By Bank Guarantee
BG No. _____ dt. _____ from
Bank _____ Branch _____
For Rs. _____
Valid Till _____

OR


(2) By Demand Draft
DD No. _____ dt. _____
Drawn on _____
For Rs. _____
Original shall be submitted in original copy and its zerox copy in other
copies.

(A.3) CHECK LIST
This check list duly filled in
Submitted ☐


(B) CONFIRMATION OF VARIOUS FORMATS

(B.1) Past Similar work done during
five years as per Format: F-8
Submitted ☐

(B.2) Present Commitments as per Format: F-9
☐

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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- Submitted
- (B.3) Financial Details as per Format: F-3A ☐
- Submitted
- (B.4) Audited Balance Sheet including profit and loss account statement for the last three years ☐
- Submitted
- Submitted for the years:
- 1) _____
- 2) _____
- 3) _____
- (B.5) PF Registration Certificate Submitted ☐ PF Registration No. _____
- (B.6) Goods & Service Tax Registration Certificate
- Submitted ☐ GST Registration No. _____
- (B.7) Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value
- Submitted ☐
- (B.8) Partnership Deed in case of partnership firm and Article of Association in case of limited company
- Submitted ☐
- (B.9) A Tentative Quality Assurance Plan in line with Spec. and Format: ☐
- Submitted
- (B.10) A copy of SOR (without prices) duly signed, & Stamped as per SOR Format ☐
- Submitted
- (C) **DEVIATION (IF ANY)**
- (C.1) Deviation (if any) as per Format - F-6: ☐

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNG, Pune. Bid No. MNG/CP/2023-24/72
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Submitted

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

Submitted

☐

(D) **REGARDING TECHNICAL DETAILS**

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

Submitted

☐

Not Applicable

☐

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

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

YES

☐

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

YES

☐

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

YES


☐

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

YES

☐


(STAMP & SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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VOLUME-II OF II

C O N T E N T

Sl. No.	Description
SECTION-V	MATERIAL REQUISITION
SECTION-VI	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION-VII	SCOPE OF WORK & TECHNICAL SPECIFICATIONS
SECTION-VIII	SCHEDULE OF RATES/ PRICE SCHEDULE

 MAHARASHTRA NATURAL GAS LIMITED	Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune. Bid No. MNGL/CP/2023-24/72
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SECTION – V

MATERIAL REQUISITION

(MR No.: MNGL/O&M/2023-24/USM_GC)


Project : CNG & City Gas Distribution for Pune City
Item : 12" ULTRASONIC METER, GAS CHROMATOGRAPHY
UNIT & ACCESSORIES
Tender No. : MNGL/CP/2023-24/72

Item No.	Description	Unit	Quantity	Remark
	Design, Engineering, Manufacturing, Testing, Name Plate Marking, Painting, Inspection, Packing & Forwarding, Transportation, Shipment, Calibration & Supply (including insurance, custom clearance, handling and unloading at port as well as at MNGL's Stores / Site (at Pune)) of Ultrasonic Flow Metering skid and panel mounted Flow Computer, Gas Chromatograph, Spares including assistance in configuration, interfacing, testing and commissioning.			Required at Pune
	Supply			
1.1	12" 300# Ultrasonic Metering System	Set	1	
1.2	Gas chromatograph with all accessories	Set	1	
1.3	Operation & Maintenance Spares	Lumpsum	1	
	Site activity			
1.4	Installation & commissioning of System & calibration witness charges	Lumpsum	1	
1.5	Lump sum Annual Maintenance Charges for 1 st year	Lumpsum	1	
1.6	Lump sum Annual Maintenance Charges for 2 nd year	Lumpsum	1	

Note:

- For Indian bidder inspection shall be carried out by Owner / Consultant and the inspection shall be considered @0.5% of the Ex-Works Price of the equipment for price comparison purpose.
- Evaluation basis: Evaluation shall be done on overall least cost basis to the Purchaser & order shall be placed on L-1 bidder.

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 03 (Three) Financial Years i.e. 2020-21, 2021-22 & 2022-23.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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SECTION – VI

SPECIAL CONDITIONS OF CONTRACT (SCC)

C O N T E N T

- 1.0 GENERAL
- 2.0 SCOPE OF WORK
- 3.0 TERMS OF PAYMENT
- 4.0 INLAND TRANSIT INSURANCE FOR PROCUREMENT OF GOODS
- 5.0 INDEMNITY BOND
- 6.0 CUSTOM DUTY & EQUIPMENT CLEARANCE
- 7.0 PROJECT SCHEDULING & MONITORING
- 8.0 RULES, REGULATIONS AND PROCEDURES
- 9.0 FIELD INSPECTION
- 10.0 ERECTION AND INSTALLATION
- 11.0 SITE CLEANING
- 12.0 DOCUMENTATION
- 13.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES.
- 14.0. QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME
- 15.0 DEDUCTION FROM CONTRACT PRICE
- 16.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES
- 17.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS
- 18.0 INSPECTION OF SUPPLY ITEMS
- 19.0 INSURANCE
- 20.0 DELIVERY BASIS & COMPLETION SCHEDULE
- 21.0 EVALUATION BASIS

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNG, Pune.</p> <p>Bid No. MNG/CP/2023-24/72</p>
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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL


The following article shall supplement the General conditions of Contract. Where any portion of the General Conditions of Contract and Instruction to Bidders is repugnant to or at variance with any provisions of the Special conditions of contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract to bidders, only to the extent that such repugnancies of variations in the Special Conditions of Contract as are not possible reconciled with the provisions of General Condition of Contract to Bidders.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i. Letter of Award/ Purchase Order
- ii. Letter of Acceptance/ FOI alongwith Statement of Agreed Variations.
- iii. Schedule of Rates as enclosures to Letter of Award/ Purchase Order
- iv. Technical/ Material Specifications
- v. Drawings
- vi. Special Conditions of Contract
- vii. Instruction to Bidder
- viii. General Conditions of Contract (Goods) for supply part of the contract and GCC (for procurement of works) for other than supply part of the contract.
- ix. Applicable standards as specified.
- x. Applicable standards not specified.

- 1.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, port handing, clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, (except Custom Duty on the imported component in case of Foreign Bidder only) levies, fees, etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage / site of client, other associated works including materials, tools/ tackles etc., and civil works (limited to grouting of package) prior to start of work at sites till the time of installation, testing, commissioning, Site Acceptance Test, Trial Run and handing over at site to the Owner and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

In case of Foreign Bidder, all work related to collection of Cheque / Draft towards custom duty & deposition of same to the custom authorities shall be in the scope of the bidder.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.</p> <p>Bid No. MNGL/CP/2023-24/72</p>
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- 1.2 Owner shall be issuing concessional forms like Form-C or any other such forms, for availing concessional taxes/ duties by the bidder, if available. As such bidder shall include full rates of all taxes/ duties as applicable and percentages of the same shall be filled in at Agreed Terms and Conditions – Section-V of this tender document.
- 1.3 The quoted price shall be deemed to be inclusive of all applicable taxes & duties including Service Tax, works contract tax, sales tax, local taxes, import duty, excise duty and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.


Both Indian and Foreign Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

- 1.4 At the designated site the Owner shall make available to the Bidder requisite open land for the purpose of storage and other related uses during the site work. Fencing of the demarcated area if necessary shall be done by the Bidder at their cost. All arrangements and temporary construction if any, within allocated area for adequate storage and safe custody of all goods received against the order and for all other allied activities of the Bidder, shall be done entirely by the bidder at their own cost. The total contract price shall be considered to be inclusive of all costs towards the above requirement. Bidder shall have no claim or lien on the land and shall clear the land of all structures prior to leaving the sites.
- 1.5 **Overseas bidders may provide the service towards installation, configuration, testing and commissioning of ULTRASONIC METERING SYSTEM & GAS CHROMATOGRAPH WITH ALL ACCESSORIES in India through their Indian subsidiaries/ associates.**

Foreign Bidder because of various constraints of distance, unfamiliarity with local and lack of any established branch office in India, may quote on the basis of tie up with any Indian Sub-contractor for the activities to be undertaken in India, they may do so provided their bid is submitted on PACKAGE BASIS WITH OVERALL CONTRACTUAL RESPONSIBILITY WITH THE FOREIGN BIDDER ONLY. All payments under the contract shall however, be payable to Foreign Bidders only. Payments shall be made as per 'Terms of Payment' Clause no. 3.0 of SCC enclosed herewith.

OR

In case requested by overseas bidders, a separate order may be placed by M/s Maharashtra Natural Gas Limited on the Indian subsidiaries/ associates of Foreign bidders towards installation, configuration, testing and commissioning of ULTRASONIC METERING SYSTEM & GAS CHROMATOGRAPH WITH ALL

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ACCESSORIES in India. However, the foreign bidder shall be fully responsible liable for the performance of its Indian subsidiaries/ associates and the performance security for entire Package (for Foreign bidder's scope and Indian bidders scope) shall be submitted by Foreign bidder as per the provision of contract. The CPBG shall be submitted in separate parts as per the currency(ies) quoted by foreign bidder.

The scope of work by Indian subsidiaries/ associates shall be as given in the tender document for installation, configuration, testing and commissioning of ULTRASONIC METERING SYSTEM & GAS CHROMATOGRAPH WITH ALL ACCESSORIES.


The foreign bidder shall submit the MOU/ Agreement indicating clear scope of work such as marine insurance, custom clearance, transportation to site etc. between foreign bidder and Indian subsidiaries/ associates, alongwith the signed and stamped copy of tender document, addendum/ corrigendum by Indian subsidiaries/ associates as a token of acceptance to the terms & conditions contained in the tender document / addendum/ corrigendum.

The foreign bidder shall indicate the total amount of installation, configuration, testing and commissioning of ULTRASONIC METERING SYSTEM & GAS CHROMATOGRAPH WITH ALL ACCESSORIES in the Schedule of Rate format enclosed with the tender document.

The payment shall be released as per the 'Terms of Payment' Clause no. 3.0 of SCC enclosed herewith towards installation, configuration, testing and commissioning of ULTRASONIC METERING SYSTEM & GAS CHROMATOGRAPH WITH ALL ACCESSORIES only after approval of foreign bidder.

The foreign bidder shall be responsible for the entire scope of work including that of its Indian subsidiaries/ associates and the placement of order on Indian subsidiaries/ associates shall not release the foreign bidder towards their obligation to the conditions of tender document .

- 1.6 All Bidders are requested to indicate positively the division of work
 - a) To be directly undertaken by the Bidder
 - b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's Overall responsibility.
 - c) A copy of MOU (Memorandum of Understanding) shall be furnished alongwith the offer.
- 1.7 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 philosophy of the Owner within the quoted lump sum 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.

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- 1.8 As regards the Income tax, surcharge on Income tax or any other corporate tax payable by the Bidder for reason of the contract awarded, then Owner shall not bear any tax liability whatsoever irrespective of the mode of construction of contract. The bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income tax Act.

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.

1.9 CONTRACT AGREEMENT

- 1.9.1 Contract Documents for agreement shall be prepared, after award of works to the successful tenderer by Telegram/Fax/Detailed letter of Intent in line with format Annexure - II to GCC. Until the final Contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the OWNER and Tenderer's acceptance there of shall constitute a binding contract between the successful tenderer and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

- 1.9.2 The Contract document shall consist of the following: -
- Original tender documents issued with its enclosures.
 - Addendum/Corrigendum to tender documents issued if any.
 - Purchase Order
 - The detailed letter of Intent/Acceptance alongwith statement of Agreed Variation (if any) and enclosures attached there with.


- 1.9.3 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the Tenderer and all correspondences and MOM's held between the OWNER and the Tenderer prior to issue of Telegram/Purchase Order shall be treated as Null and Void. Any deviation or stipulations made and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.

1.10 ADDITIONAL WORKS/EXTRA WORKS

OWNER reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.


1.11 PRELIMINARY EXAMINATION:

- 1.11.1 The OWNER will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties


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have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 1.11.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 1.11.3 Prior to the detailed evaluation, the OWNER will determine the substantial responsiveness of each Bid with reference to the Bidding Documents. For this purpose a substantially responsive Bid is one which confirms to all other terms and Conditions of the Bidding documents without material deviations. The OWNER'S determination of a Bids responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 1.11.4 A bid determined as not substantially responsive will be rejected by the OWNER and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 1.11.5 The OWNER may waive any minor informality or non-conformity 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.
- 1.12 **Complete Scope of Work**
The scope of work is mentioned in Tender Document. Offers of those Bidders who take total responsibility for complete scope of work for the SOR item in case evaluation is itemwise basis otherwise for all the items as mentioned in Tender Document shall be considered for detailed evaluation.
- 1.13 **Clarification of Bids**
After opening of the Bids to assist in the examination, evaluation and comparison of Bids, the OWNER may, at its discretion, ask the Bidder for a clarification of its Bid. The request for such clarification and the response shall be in writing and no change in the price or substance of Bids shall be sought, offered or permitted.
- 1.14 **Deduction at source**
 - 1.14.1 Owner will release the payment to the Contractor after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.
- 1.15 **TESTS AND INSPECTION**
The contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

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- 1.16 REGISTRATION UNDER SALES TAX ACT (Wherever applicable)
Attested copy of certificate for registration under State Government Sales Tax Act in the proforma prescribed by State Govt. should accompany the tender. The registration should be in the name of the Firm / Individual quoting for the work. In absence of the above registration, tenderer may not be awarded the work tendered for, in the light of State Govt. directive / instruction.
- 1.17 PROVIDENT FUND ACT (Wherever applicable)
- 1.17.1 The bidder shall submit the EPF code number along with the bid document.
- 1.17.2 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.
- 1.17.3 In case the RPFC's challan/receipt, as above, is not furnished, Owner shall deduct 16 % (Sixteen percent) of the payable amount from contractor's running bill and retain the same as a deposit. Such retaining amounts shall be refunded to Contractor on production of RPFC challan/receipt for the period covered by the related running bill.
- 1.18 LABOUR LICENCE
Before starting of work, contractor shall obtain a licence from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same of Owner.
- 1.19 STATUTORY APPROVALS
- 1.19.1 The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.
- 2.0 **SCOPE OF WORK**
- 2.1 The Scope of Work shall be as set out in MR, Data Sheets and Technical Specifications given in Volume-II of tender document and supplemented by all stipulation in the total tender document.
- 3.0 **TERMS OF PAYMENT**
- 3.1 **FOR SUPPLIES**
Payments shall be released by the Owner against pre-receipted invoice, submission of valid performance guarantee and other documents complete in all respect meeting the requirement of contract document.
- 3.1.1 **For Indian Bidders**
- A) 90% of supply value will be paid progressively by Owner within 15 days against receipt of the following documents:


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- i) Invoice in triplicate (Invoice shall enable owner to claim CENVAT credit of ED and / or service tax, VAT setoff etc. as applicable. Invoice also to indicate all taxes and duties separately.)
 - ii) Inspection Release note issued by inspection agency appointed by Owner.
 - iii) GR/ LR
 - iv) Packing List
 - v) Insurance cover note covering transit insurance
 - vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.
 - vii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates, if applicable
 - viii) Indemnity bond for the total price of delivered items. (Which will be valid till equipment is taken over by Owner at site).
 - ix) Performance Bank Guarantee(s) of 10% of Annualize Contract Value. (If already submitted, a copy of the same).
 - x) Document related to CENVAT credit to be claimed by Owner, if applicable.
 - xi) In case of delay in supply the invoice value shall be reduced to take care of stipulation of PRS clause of the contract
- B) 10% payment: On completion of installation, Testing and commissioning of unit, all other works & final acceptance by the owner and submission of following additional document: -
- Acceptance certificate
 - No claim certificates

However, if, installation & commissioning is not started within 90 days after supplying due to non-availability of site, payment against installation and commissioning shall be released to the successful bidder against receipt of bank guarantee of the said amount to remain valid for a period of 1 year after completion of 90 days; i.e. 15 months from the date of FOT site (actual).

3.1.2 For Foreign Bidders

- A) 90% of supply value (CIF Indian Port) of foreign component excluding Indian Agent's Commission through Letter of Credit against receipt of material at CIF Indian Port by Owner on receipt of the following: -
- i) Invoice in triplicate (Invoice shall enable owner to claim CENVAT credit of ED and / or service tax, VAT setoff etc. as applicable. Invoice also to indicate all taxes and duties separately.)
 - ii) Inspection Release note issued by inspection agency approved by Owner.
 - iii) Clean Bill of Lading.
 - iv) Packing List
 - v) Country of origin certificate.

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- vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.
- vii) Bill of Entry.
- viii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates.
- ix) Indemnity bond for the total price of delivered items.
- x) Performance Bank Guarantee of 10% of Annualize Contract Value.
- xi) In case of delay in supply as on the date of receipt of material at Indian port (as per Bill of Entry) the invoice value shall be reduced to take care of stipulation of PRS clause of the contract taking into account delay till date.

B) 10% payment: On completion of installation, Testing and commissioning of unit, all other works & final acceptance by the owner and submission following additional document: -

- Acceptance certificate
- No claim certificates

However, if, installation & commissioning is not started within 90 days after supplying due to non-availability of site, payment against installation and commissioning shall be released to the successful bidder against receipt of bank guarantee of the said amount to remain valid for a period of 1 year after completion of 90 days, i.e. 15 months from the date of FOT site (actual).

3.2 **Installation & commissioning etc.**

100% Payment within 15 days on installation & commissioning of the unit, completion of all works and on final acceptance by Owner.


3.3 **Annual Maintenance Service charges**

3.3.1 Quarterly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.

3.3.2 The date of successful commissioning at site will be considered as date of start of the annual maintenance contract.

3.4 **Payment of Indian Agent's Commission, if any**

The agent's commission, if any, shall be paid directly by owner in non-convertible Indian Rupees. The payment will be made to Indian Agent within 30 days from the date of the satisfactory completion of all obligations of the contractor towards scope of work upto supply of foreign component, under the contract and submission of stamped pre-receipted bill for the commission amount by the agent.

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General Notes:

- i) Invoice shall be raised on the basis of not less than one fortnight interval.
- ii) Invoice(s) in respect of items for which payment is to be made to Indian Associate of Foreign Bidder shall be raised by Foreign Bidder. In case it is raised by Indian Associate, same shall be duly certified and endorsed by Principal Bidder.
- iii) All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to vendor's accounts.
- v) The contractor shall be responsible, on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalize the customs assessment by furnishing the necessary technical information etc. to the said authorities.
- vi) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vii) No interest charges for delay in payments, if any, shall be payable by Owner.
- viii) In case of Indian bidder (Contractor), statutory variation, if any, on account of customs duty on their built-in import content, as per terms of bid document, shall be claimed separately by Contractor after receipt of goods at site(s). However, any price benefits to the Owner, on account of such variation as per terms specified in the bid document, shall be passed on to the Owner along with invoicing itself. Copy of necessary documentary evidence in support of statutory variation shall be submitted along with claim/ invoicing.

4.0 INLAND TRANSIT INSURANCE FOR PROCUREMENT OF GOODS


Contractor will be required to submit documentary proof for the transit insurance before dispatch.

5.0 INDEMNITY BOND

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to 110% of total value of equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as per Annexure-I to GCC-Works. The Indemnity Bond shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06(six) months from date of the receipt of last consignment at site.

6.0 CUSTOM DUTY & EQUIPMENT CLEARANCE

Custom duty shall be paid by Owner. All other work related to custom clearance including port handling, transportation upto site etc. would be in the scope of bidder.

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Owner's scope would be limited to handing over of cheque / draft towards custom duty to contractor upon receipt of copy of bill of entry duly assessed by custom authorities and indemnity bond from contractor.

7.0 **PROJECT SCHEDULING & MONITORING**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

7.1 **ALONGWITH BID**

a) **Time Schedule**

The Completion Time Schedule for the work (including mobilization period) as per Appendix-I to Invitation for bid, PART-A of Tender in all respect, from the date of issue of telex/telegram/letter/Purchase Order.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, alongwith the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirements.

b) **Scheduling & Monitoring System**

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

7.2 **AFTER THE AWARD OF CONTRACT**


a) **Overall Project Schedule**

The Contractor shall submit within 1 week of Purchase Order, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

b) **Progress Measurement Methodology**

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub-contracting construction and

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commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

c) **Functional Schedules**

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

8.0 **RULES, REGULATIONS AND PROCEDURES**

8.1 CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

8.2 Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

9.0 **FIELD INSPECTION**

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.


10.0 **ERECTION AND INSTALLATION**

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorized representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorized representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

11.0 **SITE CLEANING**

11.1 The contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

11.2 Working site should be always kept cleaned upto the entire satisfactions of the Engineer-in-charge.

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Before handing over any work to owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

12.0 DOCUMENTATION

12.1 "AS BUILT" DRAWINGS

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following:

- a) One complete set of all original tracings.
- b) One complete set of full size reproducible.
- c) One complete set of reduced size (279 mm x 432 mm) reproducible copies of all drawings.
- d) One complete set of microfilm of all original drawings.
- e) Six complete sets of reduced size (279 mm x 432 mm) prints.
- f) Six complete bound sets of Contractor's specifications including design calculations.
- g) Six complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments; instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.
- h) Six bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.


12.2 Completion Document

The following documents shall be submitted in hard binder by the CONTRACTOR in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

13.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.

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OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.

14.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

14.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contractor. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.

14.2 The Contractor shall establish document and maintain an effective quality assurance system as outlines in recognised codes.

14.3 Quality Assurance system plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.


14.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

15.0 DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

16.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

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The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

17.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make/ supplier's name.

18.0 INSPECTION OF SUPPLY ITEMS

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufacturers inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the contractor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Contractor and duly approved by Owner / Consultant.

19 INSURANCE – FOR TOTAL SCOPE OF WORK INCLUDING FOR FREE ISSUE ITEMS/ MATERIALS

19.1 Insurance For Free Issue Material


All supplies at CIF Indian Port for foreign bidder and FOT site for Indian bidder shall be considered free issue material to contractor.

Contractor shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including custom duty, CVD, Special Duty, Cess etc. as applicable) during entire tenure of Contractor's custody till the material is handed over to Owner at site in a manner defined in Tender Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be the Owner.

Indemnity Bond to be executed by the supplier while taking custody of all supplies at the time of custom clearance and transporting to site in case of foreign bidder however, in case of Indian bidder at the time of dispatch of supply as per format Annexure – I to General Conditions of Contract.

19.2 Insurances In India

19.2.1 In addition to the insurance covers specified in the General conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with Indian insurance companies to the satisfaction of the owner as may be necessary and to its full value including than for free issue material for all such amounts

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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 this responsibilities and obligations under Contractor.

- 19.2.2 Any loss of damage to the equipment during inland transportation, storage, erection 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 shall be submitted to the owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc., as may be necessary well in time.

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 etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.


All cost on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Owner may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value Of Contract to the extent of reduced premium amounts.

- 19.2.3 Contractor as far as possible shall cover insurance with Indian Insurance Companies

20.0 DELIVERY BASIS & COMPLETION SCHEDULE

Delivery basis to be on FOT site basis.

Sl. No.	Item Description	Completion Period
I	Design, Engineering, Testing, Supply (FOT Site basis) Including packaging forwarding, transportation, Custom clearance etc.	2 (Two) Months from date of Purchase Order.
II	Installation, Testing & Commissioning of system & calibration witness excluding AMC as defined in the Tender Document	Within 2 (Two) Months from the date of supply.

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Notes:

1. Price reduction schedule shall be applicable on sl. no. (I) & (II) separately. Contract value for sl. no. (I) & (II) for PRS purpose shall exclude price for AMC's
2. Price Reduction Schedule for supply shall be applicable on the undelivered part of the supply value as per complete week of delay or part thereof subject to a maximum of 5% (five percent) of **total contract price of the Delayed Package**.
3. Similarly, Price Reduction Schedule for Installation, Testing & Commissioning shall be applicable on the unfinished part of Commissioning value as per complete week of delay or part thereof subject to a maximum of 5% (five percent) of total contract price as per SOR.

21.0 EVALUATION BASIS:

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

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 03 (Three) Financial Years i.e. 2020-21, 2021-22 & 2022-23.

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SECTION – VII

SCOPE OF WORK & TECHNICAL SPECIFICATIONS


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1.0 GENERAL:

1.1 MNGL intends to Install USM based Check metering system complete with Flow Computer, Gas Chromatograph and related accessories at its City gas station.

This document describes in detail the scope of work, scope of supply and responsibilities of bidder for procurement of Ultra Sonic Gas Flow Meter based natural gas metering system for MNGL. The metering system envisaged in this project, shall be installed at MNGL Pune, where MNGL is receiving Gas from GAIL. In this contract Ultrasonic gas flow Meter based single stream metering system is envisaged.

The scope of work/ supply includes Design, Engineering, Manufacturing, Inspection, Testing, Wet calibration, Dismantling of existing system (If required), Erection, Installation & commissioning of new metering System consisting of existing on-line Gas Chromatograph with flow measurement (through ultrasonic meter) & GSM modem for wireless communication along with piping, instruments & fittings as indicated in the typical P&ID.

The Hook-up of Existing Odorizing Unit with Flow Computer will be in bidder's Scope. The flow computer data will be required at MNGL central control room through GSM Modem, all necessary hardware & Software for polling the data will be in bidder's scope.


The details mentioned in tender are tentative. Hence it is advisable to visit the site for better estimation before bid submission.

The bidder has to consider wet calibration witness charges for 2 person, which includes:

a) To & Fro Air Travel in Economic Class from Mumbai to Destination b) Lodging c) Calibration witness charges d) The other miscellaneous expenses like local transport, visa fee, food, etc. will in bidders scope.

Site Address: Maharashtra Natural Gas Limited Mega CNG Station,
Chinchwad
Opp. to Mercedes - Benz,
Moje - Chikhali, Tal-Haveli, Pune.

The line sizes & configuration shown in P&IDs are final and vendor has to prepare bid accordingly.

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The Required capacity, Pressure Rating, Quantity and Location of the Metering System is as under:

Item No.	Max. Flow Capacity of Metering Systems	Location	Pressure Rating		Qty. (Nos.)
			Inlet	Outlet	
1	2 MMSCMD capacity Metering System with Gas Ultrasonic flow meter-based Metering System of 12" diameter(1 operating) along with Field instruments.	MNGL PUNE	300 #	300 #	01

1.2 The description and requirements contained in this specification are concise by necessity and cannot include all the details. However, it is the responsibility of the bidder to execute the job on a LSTK basis in accordance with the specifications and internationally recognized good engineering practices.

1.3 Any activity specifically not listed in this document, does not absolve the bidder of their responsibility to include such activities in their scope of work and supply, which otherwise is necessary, to complete instrumentation work for the project. All such activities shall be carried out by the bidder without any time / cost implication to MNGL.

1.4 In the event of any conflict between these specifications, related standards and codes, any other attachment to this package, the bidder shall follow the following documents in the order of their priority:

- Job Specifications for Gas metering package
- Data Sheets and Typical P&ID
- Standard specifications and standards

In case of any conflict in various documents, same shall be referred to MNGL for clarification. Bidder shall not proceed without getting written approval in such a case.

2.0 SCOPE OF WORK & RESPONSIBILITY OF BIDDER


2.1 SCOPE OF WORK

2.1.1 General: Bidder shall be responsible for execution of the package on turnkey basis with scope of work as listed below but not limited to the following:

- Design and Engineering
- Procurement/ Supply, Inspection, Factory testing and Acceptance
- Dismantling of existing system, Erection, Installation, field calibration/ testing and commissioning.

2.1.2 Design and Engineering:

(a) Owner shall provide the bidder with this bid package consisting of typical Piping & Instrumentation Diagrams and process data sheets. The bidder shall be responsible to carry out the design and detailed engineering based on the data

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provided in the bid package and in line with other technical requirements specified elsewhere in this document. Scope shall also include sizing and sizing verification for all items including where data is dependent upon detailed engineering, detailing of basic engineering designs, preparation of data sheets, coordination drawings for instruments and system oriented items, engineering drawings etc. The bidder should furnish the 3 D model of the typical GA drawing (As provided in tender) before the execution of work at site for approval from MNGL.

(b) Residual Engineering

The bidder shall also be responsible for carrying out any residual basic engineering necessary for proceeding with detailed engineering like equipment/ instrument sizing, utility consumption, specifying derived data in process data sheets, type and material selection of instruments/ equipment's wherever required.

(c) Control Room Engineering:

Scope of bidder for control room engineering is as explained below; the complete skid data (including gas composition, flow computer data, Pressure, Temperature is required to be sent to remote station through IoT. Gas metering panel shall be complete with Flow computers, GC Controllers, Receiver instruments like signal selector, Power supplies, Isolating IS barriers & accessories, lamps, Odoriser controller and IoT etc. duly mounted completely wired, A separate terminal strip (designate as Telemetry Interface to RTU) shall be provided for terminating the signals to/from SCADA in this metering panel. IoT shall be required for establishing communication (and data transfer) with GC, Flow computers etc. Suitable hardware/ software including cable is to be supplied for GSM connectivity. IoT supply shall be in the scope of MNGL. However communication establishment with IoT and field devices will be in the scope of Bidder.

(d) Engineering Drawings & Documents

i) Contactor Data Requirements attached in Annexure-I indicate the list of drawings and documents required to be supplied by the bidder, as a minimum. Bidder to note that list specifies only the major deliverables. Documents and drawings not listed but necessary for proper engineering, construction, operation and maintenance shall also be prepared by the bidder.


ii) Bidder shall be responsible for preparation of all engineering drawings and documents including those necessary for construction like instrument index, tray layouts, location plans, cable schedules, installation standards, bill of material etc.

iii) Bidder shall also be responsible for providing all drawings and documents for package/ sub package units.

iv) It is expected that bidder utilizes uniform data sheet formats enclosed along with this document, for preparing specifications for various instruments, including those, which are being prepared by package/ sub package vendors. Items for which no format has been attached with the document, bidder may use standard ISA formats. Use of manufacturer standard formats shall be avoided.

v) The bidder shall supply all the documents in both hard copy and magnetic media. This includes all the documentation including those for package units.

(e) The design and engineering work shall also include review of post-order vendor drawings and documents for all instruments and system oriented items.

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Following methodology must be followed for drawings and documents being forwarded to MNGL.

i) The Bidder shall thoroughly review and approve vendor drawings for all instruments including sub-package items, before forwarding to MNGL. Only the approved drawings duly stamped and signed by a competent representative/engineer of Bidder shall be forwarded.

ii) The Bidder shall be responsible for all System Engineering documents for the Gas metering systems. This shall include all related documents such Functional design specifications, sizing calculations, pressure drop calculation etc. and Engineering documents such as functional loop schematics, instrument details and cable schedule, Power supply distribution schemes, procedures (FAT, SAT, wet calibration, etc.), etc. These documents shall be reviewed and approved by Bidder based on philosophy specified/ agreed for the engineering before forwarding to MNGL.

iii) All multidisciplinary fabrication and construction drawings shall be reviewed and signed by bidder's respective departmental representatives before forwarding to MNGL for review/ approval/record.

f) Bidder shall be fully responsible for co-coordinating with all agencies concerned to ensure proper, uniform and smooth engineering. This shall include coordination with:

i) All individual item suppliers for uniformity in engineering and documentation supplied by them including P&ID's, instrument specifications, installation standards etc. and obtaining all requisite drawing and documents for review, record and final documentation.

ii) All instrument item suppliers including suppliers/ manufacturers of various system oriented items.

iii) Bidder's own inter-departmental coordination with departments like mechanical, piping, electrical, QC etc. This shall include furnishing all necessary engineering data in the form of drawings & documents and review of drawings & data supplied by other departments.

g) Bidder shall be responsible for preparation & submitting of all As-Built drawing / documents in hard & soft including

i) All P&IDs and GADs


ii) All Datasheets, specifications of instruments.

iii) All Purchase documents.

iv) All System documents including hardware and software documentation.

2.1.3 Procurement/ Supply, Factory testing and Acceptance.

a) Engineering for procurement shall include preparation of various material requisitions which shall include process data sheets, typical data sheets for instruments, instrument standard specifications, special requirements etc., evaluation of offers received from various manufacturers/vendors, preparation of Technical Bid Analysis, preparation of purchase requisition and review/ approval of vendor drawings, incorporation of MNGL comments.

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b) All Instrument items and Gas metering systems shall be procured from vendor list in this package. Bidder must desist from procuring any items from vendors not approved by MNGL. Along with the bid, the bidder must provide the list of items/ equipment's with size, Make and Model Number selected from the approved vendor list only. Non-compliance to this may result into rejection of bid.

c) Bidder shall prepare purchase requisitions for all instruments/ systems which shall consist of a consolidated purchase document including all purchase specifications including data sheets, special instructions/ requirements (if any), standard specifications/ purchase specifications, testing requirements, quality requirements etc. All purchase requisitions shall be furnished to MNGL for information/ review/ approval as applicable.

d) Testing & calibration of all instruments, Factory Acceptance Test (FAT) and Site acceptance Test (SAT) shall be carried out by the bidder. Range/ calibration span, set points, reports etc. shall be modified as per MNGL's requirement by the bidder during FAT and SAT. MNGL / its representative shall witness testing of any or all items at various stages during manufacture and/or at final stage before shipment at their discretion. Testing shall be carried out as per approved procedures. No instrument shall leave manufacturer's works without factory acceptance test. All necessary changes shall be incorporated/ implemented as suggested by MNGL during FAT/ SAT etc. As build drawing/ documentation to be submitted by the bidder shall contain all such changes.

2.1.4 Installation, Field Calibration/ Testing and Commissioning


a) Installation inside the System

i) Bidder shall carryout installation of all instruments in the System as described in standard specification for instrumentation work described elsewhere in this document. Installation shall include but not limited to installation of all field instruments, installation System assemblies explained in this package, installation of junction boxes, interconnection between instruments and junction boxes, fabrication, laying and painting of cable trays, laying of all single pair and multi pair cables in the System, JB earthing / grounding, Field Instruments/ signal earthing / Grounding, tagging, ferruling, cable glanding and pair/ core identification of all field cables.

ii) Distribution of power to various instruments in the System from single point in the System. Separate JB is required for different type of signals and also for power to field instruments (Power supply to USMs and other Field Instruments shall be in separate JB's).

iii) Installation shall be carried out as per MNGL standards or as recommended in the tender. For special instruments, the installation may be carried out as per vendor/ manufacturer's recommendations however all such installation standards shall be subject to MNGL's review.

iv) Bidder's scope of supply/ work shall include required numbers of maintenance free earthing cable/ strips (as applicable) etc. (along with cable tray with supports for installation) in the System/ JB/ control room, as per the requirements of various instruments.

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v) Due to limitations in transportation of the System, the System has to be transported to site in different modules. Individual modules shall be so designed that there are no / minimum cabling interconnections between various modules and such interconnections if any shall be in the bidder's scope.

b) Bidder shall quote for Lump Sum rate for services as per Scope defined in Annexure I for Dismantling, erection installation and commissioning & transportation, unloading of the complete Systems. The quoted rates for installation site services shall be valid for 10 months from date of issuance of FOI/PO. Bidder shall depute qualified and competent person for installation / commissioning and rates shall be inclusive of transit insurance upto the installation at site.

c) Testing & Calibration

Bidder scope of work includes testing of all items and systems including impulse lines, pneumatic signal tubes and instrument cables and special instruments/ items if any. Bidder shall also carryout testing and calibration of all instruments as per the requirements specified elsewhere in tender document. Testing and calibration of Gas metering system shall be as described elsewhere in the document.

d) Commissioning

It is the responsibility of Bidder to co-ordinate and make available the services of vendors/ sub-vendors for gas metering system package etc. and other special instruments/ equipment's like Gas flow meters, integration with existing Flow computers/ metering supervisory system during installation, testing, FAT, Site acceptance, startup/ commissioning of the station. The bidder shall aid MNGL during commissioning without any additional cost condition/ pre-requisite. It is the responsibility of the vendor to get the certification from MNGL site Engineer. Installation of all the loose supplied items, its interconnection etc. shall be in the scope of supplier. In case of any dispute / conflict arising due to difference in opinion/ interpretation, the interpretation of MNGL / its representative shall be considered final.

2.2 SCOPE OF SUPPLY


Supply of all items as indicated on the typical Piping & Instrumentation diagrams (P&ID) and other technical documents attached with this document.

The scope of supply shall include but not limited to the following as a minimum:

a) Check gas metering system package (including software program), in all respect as per P&IDs, Process data sheets & as described in Job specification for Gas metering system package.

b) All field instruments such as Pressure Transmitters, Temperature Transmitters & RTDs and isolation valves as applicable.

c) All installation and erection materials such as impulse piping, pipe fittings and valves, tubing, tube fittings, cable tray and supports, foundation bolts of the System, gaskets, companion flanges for inlet and outlet of the System, all type of

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consumables and accessories for mounting of instruments, instrument supports, tray supports, canopies/ sunshields for all field mounted instruments & housing of USM.

d) Supply & Laying of all the cable required between fields to Control room & electrical room will be in bidder's scope. **The bidder may visit the site & estimate the actual area of installation.**

e) Perforated tray, angle tray, accessories required for cable laying and routing up to the control room through cable trench etc. will be in bidder's scope.

f) Junction boxes and cable glands (as per the requirement of area classification) for different types of signals such as intrinsically safe and non-intrinsically safe 4- 20 mA dc, alarm, power etc. should be supplied and mounted/ installed in metering System. Preferably, all JB's shall be mounted in System at height of 1.3 meter from ground/ finished floor level/ System base frame and accessible / approachable from outside. JB's shall not to be installed inside System.

g) Painting of pipes, equipment's, instruments, platforms, jump-overs/ crossovers, as required; in line with the painting specifications attached elsewhere in this document.

h) Galvanized copper earthing strip and earthing cables for maintenance free earthing of all instrumentation items including junction boxes etc. to instrument earthing system. (Supply of earthing strip / cable is in bidder's scope. Making of earth pit (if required) and laying of earthing cable/ strips is also in bidder's scope.

i) Suitable cabinet for custody transfer field instruments for environmental effect protection with a provision of locking. Any other erection material necessary for installation and commissioning of special instruments, if any.

j) Platforms & cross-over(s) / jump-over(s) to be provided for the operation and maintenance of the equipment's/ instruments/ JB's installed in the System. Proper spacing to be maintained between the equipment's for operation & maintenance. All flanges shall be connected through flexible jumpers of Minimum 3 mm thickness and 20 mm wide copper strips.


k) Special tools/ tackles includes extractor tool is in bidders scope.

l) All the software used in the system and as specified elsewhere, shall be licensed in the name of MNGL.

m) Mandatory spares and commissioning spares (for each Systems separately) as listed elsewhere in this document.

n) Drawings and documents as listed elsewhere.

o) All pipes, tubing, fittings, valves, gaskets, bolts, nuts, spades, etc., within the System battery limit.

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- p) A structural System complete with necessary drip pan, walkways, staircase, platforms, gratings, handrails for access for operation and maintenance.
- q) Lifting lugs and spreader beam / frame, foundation Anchor bolts for the System.
- r) Stainless steel nameplate for each System, each tagged equipment and component.
- s) All Tie-ins (flanged connections) with nuts and bolts.
- t) Inlet and Outlet matching flanges and Studs & nuts shall also be supplied along- with the System.
- u) Operation and maintenance manual, for instruments/ equipment's, as built drawing/ documentation.

AREA CLASSIFICATION

The metering skid shall be installed outdoors and shall be suitable for installation in Zone 1 Gas Group IIA / II B Temp Class T3 hazardous area. The electronic equipment installed shall be certified by a recognized certifying authority in the country of origin or by an internationally recognized certifying authority and approved by the local authorities. The electronic equipment shall be suitable for continuous operation in the designated hazardous area. Intrinsically Safe (IS) shall be the preferred mode of protection for all instruments. Only where IS certified instruments are not available flameproof EEx 'd' certified instruments shall be considered. The junction boxes shall be certified as increased safety (EExe). Conduit connection shall not be used. Intrinsic Safety (IS) protection shall be achieved by providing Fused Galvanic Isolators with status indicating LEDs, located in the respective Metering Panels/ cabinets in the control room/ local equipment room in a safe area.

2.3 Further Scope of Work and supply:

- i) Vendor scope includes Design, Engineering, Manufacturing, Inspection, Testing, supply, Transportation, Installation & commissioning of complete work of check metering Systems consisting of flow measurement (through multipath ultrasonic gas flow meter), Pressure Instruments, Temperature Instruments, complete integrated field instruments, piping, fittings and valves in a System and following items described below, as a minimum and as shown on the P&ID.
- ii) Metering Systems shall consist of complete metering package (consisting of USM based Metering system along with upstream, downstream along with flow profiler. The Vendor's scope of work shall include supply of the complete System with all the applicable components like Field instruments along with Isolation valve in accordance with this specification and any other codes, standards and regulations stated herein.

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iii) The scope of supply as a minimum and as shown on the P & I D shall include, but not limited to the following:

a) One Gas metering system with one metering stream of multi-path (minimum 4 path) ultrasonic gas flow meters along with flow profiler and meter runs. **Existing Daniel make Flow computer & GC shall be used for meter stream with all interface accessories.** Metering stream shall be designed for 100 % of capacity.

b) The Ultrasonic meters shall be 'flow calibrated' with natural gas and shall have calibration certificate duly signed by weights and measures authority such as NMI, PTB, NIST or other reputed National Standard laboratory of its country of origin such as Trans Canada Calibrations, (TCC) Canada, Colorado Engineering Experiment Station Inc.(CEESI) USA, South West Research Inc. (SWRI) USA shall be submitted. Accuracy with wet flow calibration shall be demonstrated within $\pm 0.3\%$ for multi path type under flow conditions in the turndown ratio of 1:20. The meter proving system to be used by vendor shall be traceable to international standards and uncertainty of meter proving system shall be furnished. Gas metering system integration, testing, validation "wet" calibrations (only for the ultrasonic meters with its associated upstream / downstream meter runs) should be done in flow labs as detailed above. The maximum permitted velocity through Ultrasonic Gas Flow meter shall be 30 meter per sec.

c) The USM shall be wet calibrated along with its meter runs & certified flow profiler. The upstream & downstream meter runs shall be honed and the maximum meter tube roughness should not exceed 250 RA micro-inch (As per AGA 9).


d) System mounted field instruments like Pressure & Temperature transmitters, temperature elements & thermo wells shall be supplied along-with the System.

e) The metering stream (flow meter, up-stream & downstream meter tube, flow profiler, impulse tubing of Pressure transmitter, thermo-well) shall be completely insulated to ensure an even heat transfer throughout the meter run when subjected to ambient environment.

f) The custody transfer equipment's at field like transmitters (pressure & temperature) shall be installed in an environmental enclosure to minimize the effects of ambient temperature variations and shall be lockable for prevention of unauthorized data entry. The size of the cabinet shall be suitable for removing and fixing of transmitters for ease of maintenance. The transmitters shall be fixed in mounting brackets inside the cabinet. The cabinet shall be mounted and fixed on the System.

g) Supplies of all pipes, fittings, valves, gaskets, bolts, nuts, spades, etc., within the System battery limit are in bidder's scope. Supply of all tubing and fittings, pipes, pipe fittings etc. within the System are in bidder's scope.

h) All cables (including earthing cable), cable trays, earthing strips for grounding/ earthing of System and wiring within the System; and from System to metering control panel (Only approved, standard armoured cable to be considered for this project). All Interconnecting cables between System Instrument/ Junction boxes to metering

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control panel and inside control panel (to be located in Local equipment room in safe area). Bidder to supply required mounting accessories for Cabling, tray work etc.

i) Junction boxes (as per the requirement of area classification) for power, signal, alarm, instrument and control cables with suitable cable glands are in bidder's scope.

j) A structural System complete with necessary drip pan, walkways, staircase, platforms, crossover, gratings, handrails for access for operation and maintenance are in bidder's scope. Details of System assembly, supporting positions, Anchor bolt layout and equipment weights foundation drawings to be provided prior to equipment supply.

k) Lifting lugs and spreader beam / frame, foundation Anchor bolts, copper jumpers for flanges for the System, Stainless steel nameplate for each tagged equipment and component; All Tie-ins with flanged connections shall be in bidder's scope. Earth bonding system and earthing boss for metering System are in bidder's scope.

l) Inlet and Outlet matching flanges (if required) and Studs & nuts (for System interconnection and Inlet & Outlet piping connection), suitable Gaskets shall also be supplied along-with the System.

m) The sun/ rain protection shed for electronic instruments shall also be supplied by the bidder.

n) The bidder shall comprehensively advise the impact of transducer failure on the performance and accuracy of the USM. Bidder shall confirm that the measurement will not degrade by more than + 0.1% in case of loss of one path.

o) The Vendor's scope of work shall also include:

a. Inspection and testing of all components, sub-assemblies, and complete assemblies of items manufactured at Vendor's works, and other sub- vendor's works in accordance with approved QA/QC procedure;

b. Shop assembly and hydro-test;

c. Factory Acceptance Test (FAT) for the complete package at VENDOR's works as per approved FAT procedure in presence of 2 MNGL officials. Cost of their air travel and local conveyance to be borne by the bidder.


d. Dismantling of existing piping erection, Installation, start-up and commissioning of the complete package at site. Site acceptance test (SAT) for the complete System as per approved SAT procedure.

e. Preparation for shipment, packing and delivery, unloading of all packages, equipment and material to site.

f. Installation of complete System & Start-up and commissioning assistance at site.

g. Preparation and submission of all documents as per requisition with the bid and after award of contract.

h. Preparation and submission Final Documentation / Completion files as per this specification. Four copy (hard copy and soft copy) shall be submitted along with the complete system at stores / site.

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2.3.1 Any work not specifically mentioned but otherwise required, as per statutory rules/ codes and standards/ specifications and/or for the completion and operation of equipment to the entire satisfaction of MNGL have to be done by the VENDOR without any additional commercial implications to MNGL. Same shall be considered in the bid by the bidder.

2.3.2 The scope of work also includes the mechanical and structural detailed design of the System, procurement of materials, preparation of fabrication drawings, detailing of internals, fabrication, inspection and testing of the piping and structural items at fabrication shop, painting, internal coating if any, preservation, loading, unloading at site / stores transportation and undertaking Guarantee for the equipment.

2.3.3 The scope of supply of metering System also includes commissioning & mandatory spares mentioned elsewhere.

2.3.4 The VENDOR shall assume single point responsibility for all aspects of the work. This shall include timely completion, liaison with CONTRACTOR, liaison with VENDOR of specified items, co-ordination of the work, quality and guarantee for the equipment.

2.3.5 Where parts of the package are subcontracted and purchased by the VENDOR, these become part of the VENDOR's package and it is the VENDOR's responsibility to ensure that the complete package complies with the specifications, codes and standards and statutory regulations.


2.3.6 Scope to include all instruments shown in the P&ID/ schematic, as within the VENDOR's scope.

2.3.7 The VENDOR shall be responsible for obtaining necessary approvals, authorization and certification from local Government / Local Statutory bodies, Authorized Inspector and Third Party Inspection Agency as applicable. Also, bidder to ensure for preparing & approving the amended drawing of station drawing from PESO. This includes statutory application, paper work and payments required for the entire process. MNGL will provide all requisite documents of the station for changes that are to be made by the bidder prior to PESO approval.

2.3.8 The equipment shall be suitable for the site conditions specified. All components/ consumables used shall be new and of current manufacture vendor to provide self-attested certificate for the same.

2.3.9 In the event of any conflict between this specifications, data sheets, related standards codes etc., vendor shall refer the matter to the PURCHASER for clarifications and only after obtaining the written clarification shall proceed with the manufacture of the items in question.

2.3.10 Vendor shall take single point responsibility for the engineering, design, certification, procurement, inspection, testing, supply & performance of the check Metering System Systems along with all instruments, equipment and valves of the Systems based on the data sheets and the specifications furnished and taking into

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consideration successful operation, safety and the established International standards for the complete Systems. As a part of System design & engineering, the following shall be undertaken/ decided/ furnished by vendor:

- Approval from Nmi/ PTB/ NPL or original Ultrasonic gas flow meter manufacturer for the complete System (including up-stream/downstream piping) design including GAD & P&ID for custody transfer application.
- Calculation of only metering system uncertainty based on the approved design and it shall be within +/- 0.3 %. (Vendor shall submit the Calculation for overall system uncertainty including all components of the metering system). Wet Calibration of USM shall be done by the bidder considering the above mentioned overall uncertainty. The calibration shall be done at minimum 7 points with 2 verification points. The calibration shall be done at the following nominal flow rates: 0.025 qmax, 0.05 qmax, 0.1 qmax, 0.25 qmax, 0.5 qmax, 0.75 qmax, and qmax. The calibration reports for USM should also contain verification for minimum two flow readings after adjustment of factors as per AGA 9.
- Instrument ranges to meet the Process operating and design conditions
- All the instruments/ equipment's to be procured as per the approved vendor list of MNGL.

2.4 All the major items like valves (plug, globe and Ball), Ultrasonic flow meters, Flow computers (if required), Pressure transmitters, Temperature instruments etc. shall be supplied from the vendor list attached elsewhere and the offered model of equipment's shall have proven track record of successful operation for at least 1 year till bid submission date.

2.5 Vendor shall be fully responsible for proper integration of their supplied systems with MNGL's SCADA (RTU) systems and shall provide all the technical details to MNGL for configuration at SCADA end. Configuration in the supplied control panel shall be bidder's responsibility.


2.6 The meter signal processing unit shall be microprocessor – based electronics suitable for installation in the field under the ambient condition specified. Meter electronics shall be weather proof to IP 65 and flameproof certified suitable to install in applicable area classification.

INTERFACE CAPABILITY WITH OTHER FOREIGN DEVICES:

Vendor shall provide serial links along with cables and connectors at both ends for all the signals with MODBUS protocol. The communication between flow computers and on line GC & SCADA, shall be through serial communication and also through GPRS enabled GSM modem in-built or separately installed with the flow computers.

INTERFACE WITH GAS CHROMATOGRAPH:

Flow computer shall be interfaced with Gas chromatograph for feeding online gas composition to flow computer through a Modbus serial link. Vendor shall be responsible for proper integration of their flow computer with gas chromatograph.

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Vendor shall provide all necessary hardware, software etc. in vendor's supplied systems and other details required for interfacing with the Flow computers.

INTERFACE WITH RTU (For all flow computers):

Flow computers shall be interfaced with RTU/IoT to get gas temperature and pressure, energy flow rate and total energy, corrected & un-corrected volumetric flow rate and total flow, last day's cumulative energy and volume, current day's running volumetric total and energy total, volume and energy integrated at 6 a.m., gas composition (mole% C1, C2, C3, iC4, nC4, iC5, nC5, C6+, N2, CO2, Specific gravity, Gross and Net Calorific value) etc. Contractor to note that SCADA vendors shall provide RS 232 serial link at the RTUs for interfacing of intelligent electronic devices like flow computers. For flow computer interface to RTU, vendor shall accordingly provide RS 232 link (Modicon Modbus ASCII & RTU protocol supporting IEEE single precision floating point no. with user configurable register). The digital and analog data shall be made available to RTU (SCADA) and it shall be mapped in the contiguous registers so that data can be fetched / written in minimum transactions. Provision shall also be kept at flow computer for writing data from RTU like gas compositions, calorific value etc. from RTU.

Vendor shall furnish all details like pin configuration and signal wise MODBUS address mapping list etc. for smooth interfacing of this communication link with RTU (SCADA).

Vendor shall also furnish the details of implemented MODBUS protocol like function codes for read and write, CRC implementation, BCC implementation, register addressing methods/mapping etc. during detail engineering for serial interfaces to SCADA (RTU).

Vendor shall supply 25 meter each of interface cables (RS232) between the Flow computer and RTU as well as Gas Chromatograph and RTU along with connectors at both ends & necessary converters and other cables accordingly for each flow computer and GC.


Bidder to ensure smooth integration of the USM with existing Daniel make Gas Chromatograph and Flow Computer. This includes Liasoning with M/s Daniel if required.

3.0 DESIGN PHILOSOPHY

3.1 GENERAL

3.1.1 This Document together with the attachments covers the minimum requirements for the design and engineering of metering System complete with all accessories. Bidder shall be responsible for Design, engineering, sizing, selection, manufacture and/ or procurement, of materials, components and equipment necessary for complete package.

3.1.2 This document provides in detail, the minimum qualitative requirements of most of the instruments. For instruments, where no such requirements are indicated


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in this document, the bidder shall submit the same for MNGL's approval. For metering system, vendor shall submit the complete design and engineering of the metering System including piping duly approved by NMI/ PTB/ NPL or Ultrasonic meter manufacturer for custody transfer application. The total uncertainty calculation of the metering system to be submitted as per the design data prior to the fabrication of System. Bidder to provide approval of P&ID and GAD of System, from OEM of USM.

3.2 CODES AND STANDARDS


3.2.1 Design and terminology shall comply, as a minimum, with the latest edition prior to the date of bid enquiry of following codes, standard practices and publications:

AGA	American Gas Association, Gas Measurement Committee
Report No.3	Orifice Metering of Natural Gas.
Report No.7	Measurement of Gas by Turbine Meters.
Report No.9	Measurement of Gas by Ultrasonic Meters
ANSI / ASME	American National Standards Institute/ American Society of Mechanical Engineers.
B 1.20.1	Pipe Threads.
B 16.47	Steel Pipe Flanges and Flanged Fittings.
B 16.20	Ring Joint Gaskets and Grooves for Steel Pipe Flanges.
ANSI/FCI	American National Standards Institute/Fluid Controls Institute
70.2	Control valve seat leakage classification.
API	American Petroleum Institute
RP 520	Sizing, selection and installation of pressure relieving system in refineries. Part-I - Sizing and selection Part-II -Installation
RP 521	Guide for pressure relieving and depressurizing systems
P 526	flanged steel safety relief valves.
RP 527	Seat tightness of pressure relief valves.
MPMS	Manual of Petroleum Measurement Standards.
RP 551	Process Measurement Instrumentation. Part 1 - Process Control and Instrumentation
RP 552	Transmission Systems
S 1101	Measurement of Petroleum liquid hydrocarbon by Positive Displacement meter.
S 2000	Venting Atmospheric and low pressure storage tank.
S 2534	Measurement of liquid hydrocarbons by turbine meter systems.
S 670	Vibration, Axial-Position and Bearing-Temperature Monitoring Systems.
ASTM	American Society for Tests and Materials.
BS	British Standards
BS-1042	Measurement of fluid flow in closed conduits.
BS-4368	Compression coupling for tubes.
BS-4800	Colors for ready mixed paint.
BS-5308	Part-2 Specification for PVC insulated cables.
BS-6364	Specification for valves for cryogenic service.
BS-7244	Flame Arrestors for general use
DIN-43760	Temperature vs Resistance curves for RTDs.

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DIN-19234	Electrical Distance Sensors; DC interface for Distance Sensor and Signal Converter.
IBR	Indian Boiler Regulations.
IEC	International Electro-technical Commission.
IEC 60079	Electrical Apparatus for Explosive Gas atmosphere
IEC 60085	Thermal Evaluation and Classification of Electrical Insulation
IEC 60332	Test on bunched wires or cables. Part 3 Cat 1
IEC 60331	Fire resistance characteristics of electrical cables
IEC 60529	Classification of degree of protection provided by enclosures.
IEC 60534-2	Industrial Process Control Valves-Flow capacity
IEC 60584-2	Thermocouples - Tolerances
IEC 60584-3	Thermocouples extension and compensating cables, tolerances and Identification system.
IEC 60751	Industrial platinum resistance thermometer sensors
IS	Indian Standard
IS-5	Colours for ready mixed paints.
IS-319	Specification for free cutting Brass bars, rods and sections
IS-1239	Mild steel tubes, tubular and other wrought steel fittings.
IS-1271	Specification of Thermal Evaluation and Classification of Electrical Insulation.
IS-1554	PVC insulated (heavy duty) electric cables-working Part I voltage up to and including 1100 V.
IS-2074	Ready mixed paints, air drying, red oxide- zinc chrome.
IS-13947	Degree of Protection provided by enclosures for low voltage switch gear and control gear.
IS-2148	Flame proof enclosures for electrical apparatus.
IS-3624	Specification for pressure and vacuum gauges
IS-5831	PVC insulation and sheath of electric cables.
IS-7358	Specifications for Thermocouples
ISA	Instrument Society of America.
S-5.2	Binary logic diagrams for process operations.
S-7.3	Quality standard for instrument air.
S-75.01	Flow equations for sizing control valves.
ISO 5167	Measurement of fluid flow by means of orifice plates, nozzles and venture tubes inserted in circular cross-section conduits.
NEC	National Electric Code.
NFPA	National Fire Protection Association.
NFPA-496	Purged and pressurized enclosures for electrical equipment.
EN	European Standard
EN334	European standard for pressure regulators up to 100 bar
EN12186	Gas Pressure Regulating Stations for Transmission and distribution
EN14382	Safety systems for Gas distribution

3.2.2 In general, Bidder shall carryout engineering as per IEC/ BIS standards. Any other standard, if necessary, can also be referred by bidder during the execution of the job, without diluting the basic requirements, however with prior information to

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Owner/ Owner's Representative. In any case bidder must furnish a list of codes and standards other than those specified in this document, which shall be followed by them during engineering.

3.3. INSTRUMENT DESIGN CRITERIA

3.3.1 The Equipment's and instrumentation selected for the metering Systems shall be rugged in design and must be well proven in the hydrocarbon industry. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied. Following criteria must be applied before selecting a particular instrument item: "The instruments as being offered/ supplied should have been operating satisfactorily in hydrocarbon industry like Refinery, Petrochemical and Gas Processing Plant under similar process conditions for at least 4000 hrs. From the bid due date."

3.3.2 All the ball valves of complete System package shall be full bore type.


3.3.3 The complete station shall be designed in such a way that the mean gas velocity remains within 25 Meter per second. The complete System shall be designed for 100 % of the maximum flow capacity. Whereas the maximum velocity will remain within 30 m/s.

3.3.4 Instrument Requirements for classified area:

- a) All electronic/electrical instruments and equipment's shall be suitable for area classification as per IEC codes and shall be tested by any recognized authority like BASEEFA, FM, PTB, CMRI etc. and shall be certified by CCOE. All the configurators, gas cylinders shall be certified by CCOE.
- b) Certified Intrinsically Safe (IS) equipment as per IEC-60079-11 shall be used, in general, in hazardous area.
- c) Junction boxes and accessories required for flameproof instruments shall also be certified flameproof.
- d) All non-flameproof panels and cabinets installed in classified area shall be purged as per requirements specified in NFPA-496, as a minimum.
- e) Other type of protection as specified in IEC-60079 shall not be used.
- f) All tubing and fittings used for impulse piping shall be of SS 316. Tube fittings shall be flare less compression type of three-piece construction consisting of ferrule, nut and body suitable for use on SS tubes. Instrument valves and manifolds shall be of SS316 construction of forged type.

3.3.6 Statutory Approvals

- a) Bidder shall be responsible for obtaining all statutory approvals, as applicable for all instruments, equipment's, calibration gas cylinders and control systems.
- b) In addition, equipment's/instruments/systems located in the hazardous area shall be certified by the local statutory authorities for their use in the area of their installation. In general following certification shall be given:
 - For all intrinsically safe/ explosion proof/ flameproof equipment's/ instruments/ systems or equipment's with any other type of protection allowable as per this package which are manufactured abroad and certified by any statutory authority like BASEEFA, FM, UL, PTB, LCIE etc. should also have the approval of Chief Controller of Explosives (CCOE).
 - For all flame proof equipment's manufactured locally (indigenously), the testing shall be carried out by any of the approved test house like CMRI/ERTL etc. The equipment shall in addition bear the valid approval from Chief Controller of Explosives and a valid BIS license.

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- Custody transfer approval from Nmi/ PTB/ NPL or equivalent body from the country of origin.
- Design Approval of the complete System including GAD & P&ID from Nmi/ PTB/ NPL/ equivalent body or original meter manufacturer for custody transfer application.
- All the supplied gas cylinders shall have CCOE approval.
- CCOE certificate for the foreign items shall be submitted during detailed engineering, however appropriate approval certificates from the country of origin shall be provided with the bid.

3.3.7 All instruments in the System shall be certified for IEC Zone 1 Gas Group IIA/IIB, T3.

3.3.8 Instruments, which are not available as per their standard design from any reputed manufacturer as intrinsic safe, can be supplied in flameproof design. All such instruments shall be certified flameproof for the area classification and requirements indicated in clause 3.3.4 above.

3.3.9 Flame-proof (explosion proof) junction boxes as applicable shall be certified for IEC-Zone-1, IIA/IIB for all the classified areas for flame proof instruments.

3.3.10 Any change in instrument size or revision in line sizes because of sizing shall be carried out by bidder without any financial implications to MNGL.

3.3.11 All surface type temperature elements and line mounted temperature elements shall be RTD type as per IEC 60751. Mounting of surface RTD is as per enclosed drawing elsewhere in this package.

3.3.12 All the instruments shall be provided with canopies of adequate size to protect instruments from direct rain & sunlight. All such canopies shall be prefabricated type.

3.3.13 The equipment's at field like transmitters (pressure & temperature) shall be installed in environmental enclosure to minimize the effects of ambient temperature variations and shall be lockable for prevention of unauthorized data entry. The size of the cabinet shall be suitable for removing and fixing of transmitters for ease of maintenance. The transmitters shall be fixed in mounting brackets inside the cabinet. The cabinet shall be mounted and fixed in the System.


3.3.14 All the field switches shall be suitable for Flameproof and weather proof enclosure contacts. The process switch shall be silver plated with contacts rated for rating of 30 V DC, 1 Amp. This requirement shall also be applicable for any other switch contact like push button, selector switches in the intrinsically safe service. The field switches shall be normally closed type and open to alarm. Switch contacts shall be SPDT. For all field switches (except Limit Switches), differential of switch shall be less than 60% of difference between set value & operating value.

3.3.15 Tube Fittings used for the installation of instruments shall be tested as per BS 4368 or equivalent standards. Sample tubing should be of silicosteel to handle H2S

3.4 JUNCTION BOXES AND CABLING PHILOSOPHY

3.4.1 Cable Routing

3.4.1.1 Single / multiple pair cables from instrument to junction box shall be through perforated trays. Cable glands shall be provided at instrument end and junction box end. Supply of Cables from System to the control panel and Cable glands (required for control panel end and System end) for these cables shall be in bidder's scope

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3.4.2 Junction Box

3.4.2.1 In general separate junction boxes shall be used for the following: a) 4-20 mA DC signals (IS) b) LEL detector signals c) USM Signals d) GC Signals e) Contact signals (Field switches, Limit switches, push buttons etc.) f) Interlock and shutdown signals (Solenoid valves) g) Power supply to various instruments (GC, USM) Separate JB's and cable are required for power supply to USM and GC. The JB's shall have side entry for Branch cable/ single pair cable and Bottom entry for multi-pair cable entry. No top entry shall be considered.

3.4.2.2 The multi-cable entry for 6-pair JB and 12 pair JB shall be 1" NPT (F) and 1.5" NPT(F) respectively. Each junction box shall be provided with 2 multi-cable entries from the bottom of the junction box with one plugged with weather proof plugs.

3.4.2.3 Junction boxes, cable glands and accessories shall be weather proof in general. Slipper type PVC sleeves shall be used over cable glands for all cable entries in junction boxes to avoid water entry in junction boxes. In case of explosion-proof components used (only for packages), the respective junction boxes, cable glands and accessories shall be certified weatherproof and explosion proof.

3.4.2.4 Only one multi-cable entry shall be used in the junction box. The other cable entry shall be plugged.

3.4.2.5 The junction boxes in the field as well as in local panel shall be provided with sufficient number of terminals to terminate all the pairs of multi-cable (including spare pairs) and shields of individual pairs as applicable.

3.5 INSTRUMENT PAINTING REQUIREMENTS

3.5.1 All instrument impulse lines (except SS 316 Tubing) and instrument structural items shall be painted by the bidder.


3.5.2 The painting/ coating shall be performed in totality for all instrument items such as:

- a) All line mounting and equipment mounted instruments.
- b) All instrument impulse piping (except SS 316 Tubing)
- c) All instrument structural items like M.S. cable trays, instrument supports and tray supports, instrument stanchion, impulse line supports etc.
- d) All surfaces of GI items wherever repair has been carried out shall also undergo painting.
- e) All cabinets/panels, base frames which have undergone repair at site shall also be painted.
- f) The final coating on external surfaces shall be applied just before handing over the plant or commissioning of the plant.
- g) Name of the manufacturer, color and quality of all types of primers and paints shall be subject to approval of the owner/owner's representative.

3.5.3 Painting of other equipment's shall be as per painting specifications attached elsewhere.

3.6 POWER SUPPLY & POWER SUPPLY DISTRIBUTION

3.6.1 230 V AC shall be available for control Panel. Vendor to suitably install Rectifiers in the control panel for powering panel and field instruments both.

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3.6.2 Bidder to note that 230 Volts power supply, shall be floating neutral type. Vendor to provide isolation transformer, in case vendor requires grounded neutral. One feeder shall be provided by Bidder in the Control panel for connecting incoming power cable. Further distribution for all the vendor supplied instruments/ equipment's in control room and at field are in Bidder's scope. 24 V DC power required for the barriers, isolators and field contact interrogation and relays etc. shall be provided by the vendor through dual redundant power packs. Power packs shall be sized with the safety factor of 1.5 of the actual load requirement.

4.0 PROCESS DESCRIPTION

4.1. The bidders shall design the System considering the worst case process condition scenario.

Specific Gravity of natural gas shall be considered for the purpose of sizing. 10 % of the maximum flow capacity shall be considered as the minimum flow.

Design Temperature: -20 to 60 deg. C.


Design flow: 100% of maximum flow capacity.

For components sizing calculations, Compressibility factor of 0.98 shall be considered.

4.2 Detailed Process conditions:

Item No.	Item Description	Inlet Pressure Range	Inlet Temperature Range	Class Rating Inlet/Outlet	Design Temperature Range (0C)	Permitted Differential pressure across the System for designing
1	1.5 MMSC capacity Metering System with Ultrasonic flow meter based Metering System	16-24 Kg/Cm2g	0 to 45 0C	300#	0 to 60	As per process parameter

The quoted System shall be designed for flow capacity of 1*100% of maximum flow mentioned above and shall be suitable for Gas compositions mentioned below. The Heating value of Natural Gas (GCV) shall be 9200 to 9880 KCal/SCM.

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Typical Gas Composition for designing the System shall be as follows:

	Lean Gas	Rich Gas
Name of Component	Composition 1	Composition 2
C6+	0.05	0.20
N2	0.20	0.20

H2S	3 to 30 PPM	3 to 30 PPM
CO2	0.50	4.00
C2	5.10	7.00
C3	1.10	3.75
IC4	0.20	0.70
NC4	0.30	0.80
IC5	0.02	0.20
NC5	0.01	0.20
C1	Balance	Balance

The Metering Systems shall be designed considering the severity of this specification and the composition of natural gas is expected to vary between the above gas composition.

4.3. The bidder shall provide certification from Original Equipment manufacturer of Ultra Sonic gas flow meter/ calibrating agency that the performance/ accuracy and repeatability of the Meters shall be within the prescribed limit as mentioned in tender during operation with above mentioned Natural gas composition. The Material (and its composition) used in Metering Systems shall be suitable for Natural gas of above mentioned composition. The bidders shall provide written confirmation from the Original Ultra Sonic Meter manufacturer that the meters offered by the bidder shall perform within the specified accuracy limit with the above mentioned Gas composition.


4.4. All the calculations for the sizing of the valves, meters etc. shall be based on the design flow capacity with worst case Process Temperature and Pressure, However for mechanical strength of the equipment's, design temperature / pressure shall be considered.

All the Equipment's shall be able to withstand maximum/ minimum design Pressure and temperature. Worst case process pressure and temperature with design flow is to be considered for noise calculation of valves.

5.0 JOB SPECIFICATION

5.1 GENERAL

This document defines the instrument job requirements over and above various Standards attached along with this document.

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The selection of type of instruments is Bidder's responsibility. For the instruments where type is already identified in the P & IDs / data sheets, the Bidder shall follow the same. However during the engineering procurement stage if it is found that a different type of instrument is most suited for a particular application then the same shall be referred to MNGL for review, and if suitable, the changed instrument shall be supplied by the bidder. Bidder shall also be responsible for selecting and reviewing the type of instrument where specifically indicated in P& ID.

Instrument selection and specifications shall be carried out as per specification, typical instrument data sheets and Standard Specifications in general, as appended by special requirements specified here in.

5.2 JOB SPECIFICATIONS FOR GAS METERING SYSTEM PACKAGE

Refer Job specification for Gas Metering package. The referred job specification together with the P&IDs, Process data sheets, data sheets, standard specifications attached with the Package, defines the requirement for the design, engineering, manufacture, fabrication & assembly, integration, calibration, factory testing, supply, packaging, shipping and documentation including deliverables, statutory and other special approval, inspection, testing overall System performance guarantee of Gas custody transfer. If required, then installation supervision, commissioning of the same at the same terms & condition of the contract/ tender.

6.0 TESTING AND INSPECTION

6.1 GENERAL

6.1.1 All pressure boundary materials shall have certified material test reports (CMTRs) or certificate of compliance per the design code. Certifications shall be to EN 10204 Type 3.1 for pressure parts and Type 2.2 for other parts. A system of positive material identification (PMI) shall be implemented for the items mentioned in PMI specification attached elsewhere.


6.1.2 Vendor shall submit the QAP, FAT, & SAT Manual/ procedure to MNGL for review and approval. A typical MNGL QAP and FAT Manual/ procedure is attached elsewhere.

6.1.3 All materials and equipment shall be factory tested before shipment in the presence of Purchaser's representative. No material shall be transported to site until all required tests have been carried out and equipment is certified as ready for shipment. Acceptance of equipment or the exemption of inspection or tests thereof, shall in no way absolve vendor of the responsibility for delivering equipment's meeting the requirements of the specifications.

6.1.4 Vendor shall furnish the following:

Material test certificate, Hydrostatic test certificate, Certificates of radiography for all line mounted items/ instruments on the System.

Certificates from statutory body for hazardous area approval for all electrical items mounted on the System.

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Calibration certificates, certificates for custody transfer, Certificates for the conformity to the standards to be submitted. All other certificates mentioned in individual general specification. Certificate of master instruments used for calibration.

6.1.5 Supplier shall perform the usual standard tests to maintain quality control procedures. These test certificates shall be submitted for review before starting inspection by Purchaser. Supplier shall be responsible for testing and complete integration of the system. Detailed procedures of test and inspection shall be submitted by the supplier for review before order and mutually agreed upon.

6.1.6 Vendor shall include inspection by MNGL & third party personnel at vendor's shop. For this inspection, labour, consumable, equipment, transportation, and utilities as required shall be in vendor's scope. Third Party Inspectors shall be deployed by bidder with due approval from MNGL.

6.1.7 Other inspection and testing requirements shall be as per respective Standard specifications of various instrument items.

6.2 SYSTEM:

The following tests shall be conducted for the System


- Hydro testing for the integrated System / individual pipe spools.
- Pneumatic Leak test of complete System at 1.5 times of operating pressure (Standard Operating Pressure - 19 bar).
- System functional testing.
- System piping material testing and NDT of welds as per piping material specifications. Radiography/ X-ray shall be mandatorily carried out for all welded joints including Ultrasonic meter & Radiography report shall be reviewed & certified by TPI of respective country where it is carried out and vendor shall furnish test certificate for the same. Dye-penetration test certificate shall be provided for joints wherever radiography/ X-ray is not possible.
- Radiography/ X-ray, Charpy impact testing for line mounted instrument items such as Ultrasonic meters runs etc.
- Testing and inspection requirements for System piping materials shall be as per specifications attached elsewhere in the bid package.

6.3 System Equipment's

The following tests shall be conducted:

6.3.1 Requirements of non-destructive testing like radiography, magnetic particle test, hardness test, hydro-test, Charpy test for Ultrasonic meters, Profiler and meter runs shall be carried out strictly as per following specification.

- 100% radiography shall be carried out on all weld joints. Radiography procedure and area of casting to be radiographed shall be as per ANSI B16.34 and acceptance criteria shall be as per ANSI B16.34 Annexure B. The radiography shall be conducted as per ASNT Level 2 procedure from approved vendor list of GAIL/EIL.
- 100 % Radiography/ X-ray shall be carried out for all welded joints and vendor shall furnish test certificate for the same. UT shall be provided for joints wherever radiography/ X-ray are not possible.

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c) Each meter runs shall be subjected to hydrostatic test with a pressure of 1.5 times the design pressure.

d) Charpy impact test on each heat of base material shall be conducted as per A370 for all pressure containing parts such as body, end flanges and welding ends as well as bolting material for pressure containing parts. Unless specified otherwise, the Charpy impact test shall be conducted at 0°C. The Charpy impact test specimen shall be taken in the direction of principal grain flow and notched perpendicular to the original surface of plate or forging. The minimum average absorbed energy per set of three specimens shall be 27J with an individual minimum per specimen of 22 J.

6.3.2 Flow Meter, Meter run and accessories shall be offered for pre-dispatch inspection to MNGL and / or MNGL's representatives. Following tests, checks shall be conducted:

a) Meter shall be "zero calibrated" ("dry calibrated") with nitrogen. Test results shall be furnished. In the dry calibration set up, the gas velocity observed on all the acoustic paths shall be zero. The speed of sound of the individual acoustic path in the dry calibration set up shall not exceed +0.2% of the mean velocity of all the paths.

b) Physical/ dimensional checks and workmanship. Checking of meter tube roughness. Calibration including establishing linearity and repeatability over the entire range. Wet calibration of Ultrasonic Gas Flow Meter at average metering pressure shall be performed along with the meter runs and flow profiler.

c) The calibrating agency/ Laboratory / OEM of Ultrasonic flow meter shall certify that the USM being calibrated shall work with specified accuracy/ repeatability with the actual gas composition mentioned elsewhere in the tender documents.

d) Functional and simulation tests including checking of hardware and software for Flow computers, Ultrasonic flow meters and Gas chromatographs with all its sub-systems in fully integrated configuration (if applicable).

e) Review of all certificates and test reports. In the event the purchaser is unable to witness a test, the test shall anyway be completed by the vendor and documents for the same shall be submitted for scrutiny before shipment.


f) All tests as per Standard specifications attached with this bid document.

6.3.3 Following tests, inspection, review shall be carried out by vendor at their works and test certificates shall be furnished:

Calibration of all instruments and generation/ review of calibration/ test certificates for all instruments. Calibration test reports for flow meters duly signed and certified from the recognized International laboratories / statutory weights and measures authority. Statutory body certificates for instruments. Type test report for enclosure of all electronics/ electrical equipment's. Radiographic / Charpy test certificates for Ultrasonic meters and meter runs. Material test certificate for all line mounted instruments. Dimensional test report Certificates for custody transfer application and other certificates mentioned elsewhere.

6.3.4 In addition, the vendor shall also refer the inspection & testing requirements of the standard specifications attached to this requisition and follow the same.

6.3.5 The following certificates are required to be submitted during inspection for review before dispatch of materials:

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- Verification of certificates as applicable for the material certificates, NDT reports like radiography/ X-ray/ die-penetration/ MP, etc., statutory certificates (from CCOE) for intrinsic safety and explosion proof, certificates of conformity etc.
- Visual verification for quantity, quality and workmanship.
- Hydro testing and pneumatic testing as applicable.
- Functional and performance testing including calibration, accuracy, repeatability testing.
- Calibration report of PT, TT, USM with meter run and profiler.
- Radiographic test for thermo-wells etc.
- Bidder must detail out performance specifications of each item which shall be verified by bidder or bidder appointed agency/ Owner/ PMC during factory testing.
- Inspection and testing requirements as per the respective standard specification shall be referred.
- Bidder shall submit all test records / test results for records to purchaser as bound volume along with the test procedure for each test carried out.
- Acceptable criteria for Radiography and other NDT requirements for all the instruments / instrument castings shall be in line with those specified in 'valve/ piping specifications' for the similar service. Valve specifications/piping specifications have been attached elsewhere in this package.
- CCOE certificate shall be supplied by the bidder for all instruments installed in hazardous area.
- Custody transfer application certificate for meters.
- Approval of System design (For Ultrasonic Meter based-System) from approving agencies mentioned elsewhere.

6.3.6 Wherever inspection at manufacturer's shop is waived because of any reason, the bidder shall carry out the inspection at vendor/ sub-vendor's shop and Bidder shall forward these inspection reports for verification by MNG before dispatch. In no case, items shall be released without proper inspection/ verification.


6.3.7 The inspection and testing shall be carried out as per related specifications, international codes and practices/standards, approved documents and/or any other document attached along-with specifically suggesting extent of testing to be carried out at manufacturer's works.

6.3.8 Items for which 'Witness Inspection' is specifically exempted, manufacturer shall forward the test certificates as desired for review.

6.3.9 Testing and inspection for all items shall be carried out as per approved factory testing procedures. The material shall be dispatched only after obtaining written dispatch clearance. For items where no testing is witnessed by the purchaser test certificate shall be forwarded for review before dispatch of such equipment.

6.3.10 Contractor must detail out performance specifications of each item which shall be verified by contractor or contractor appointed agency/ Owner/ PMC during factory testing.

6.3.11 Inspection and testing requirements as per the respective standard specification shall be referred.

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6.3.12 Contractor shall submit all test records / test results for records to purchaser as bound volume along with the test procedure for each test carried out.

6.3.13 Acceptable criteria for Radiography and other NDT requirements for all the instruments/ instrument castings shall be in line with those specified in 'valve/ piping specifications' for the similar service. Valve specifications/piping specifications have been attached elsewhere in this package.

6.3.14 CCOE certificate shall be supplied by the contractor for all instruments, HHC, cylinders installed/ for use in hazardous area.

7.0 DOCUMENTATION

7.1 Detailed drawings, data and catalogues required from the Vendor are indicated by the PURCHASER in vendor data requirement sheet. Minimum 06 number of reproducible and prints should be dispatched to the address mentioned, adhering to the time limits indicated.

7.2 Final drawings from the Vendor shall include dimensional details, weight, mounting & foundation details and any other special requirements etc. for the systems. All dimensions in general shall be in millimeters.

7.3 Vendor shall furnish all the required manuals necessary to test, operate and maintain the system. All the certificates etc. shall be provided.

8.0 MISCELLANEOUS

8.1 NAME PLATE IDENTIFICATION


In addition to the instruments and equipment nameplate, the structural System shall be supplied with a permanent, weather resistant, stainless steel nameplate affixed to the System, with the following details, as a minimum:

- Project title and number
- Owner and Owner name
- Equipment name and tag number
- Manufacturer's name and serial number
- System overall dimension data.
- System weight data.

Each System and all the instruments in the System shall have a SS nameplate attached firmly to it at a visible place furnishing the following information:

- Tag number of the System.
- Project Name with location: " (name of site/ station)"
- Inlet size (in inch) and Outlet Size (in inch) with class rating
- Min/ Normal/ Max. Flow capacity in SM3/Hr.
- Tag number of Instruments, JB as per purchaser's data sheets
- Body sizes with class rating in inches and the Valve Cg value or meter G rating
- Flow range in SM3/hr for Flow meters
- Rating for all the individual instruments
- Manufacturer's name and model number

All cable should have tag no. at JB/ panel end and Instrument end. All wires terminated inside System and control panel should have identification mark, ferrules etc. (for the termination of supplied cables, Identification Tag no, Ferrule etc. shall be provided by bidder).

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9.0 SHIPPING & PACKAGING

- Vendor shall indicate the shipping and packaging methodology for each pieces of System along with its size, weight and no. of pieces.
- Vendor shall try to fix as many types of equipment/ instruments as possible in System and control panel before shipment.
- If any of the items are shipped loose, then it shall be properly packed inside metallic or wooden cartoon with identification tags painted on it. Loose materials, spares etc. for any two System shall not be mixed in one cartoon/ package. A System of tagging, segregation to be followed for easy identification of parts and due care to be taken to avoid intermixing of some parts of different Systems.

10.0 PERFORMANCE GUARANTEE

10.1 The VENDOR shall guarantee that all work/ job will be performed in accordance with good and sound engineering and construction practices and within the requirements of this specification. The equipment, accessories and all the materials supplied by the VENDOR shall be free from defects, shall be suitable for the use for which they are intended and shall perform in accordance with the requirements of this specification.

10.2 The VENDOR shall furnish a guarantee for the entire System package comprising of its entire component/ equipment's including instruments, piping, valves, fittings, internals, etc., for a period of 24 months from the date of commissioning or 30 months from date of receipt of goods at site, whichever is earlier.

10.3 The VENDOR shall take single point responsibility for the complete System, including the sub-contractor supplied components, the proprietary equipment and components included in System package and supplied loose in accordance with this specification.

10.4 This Ultrasonic meter is envisaged for check meter; hence if the reading of this meter does not match with GAIL custody meter within desired accuracy band then its bidder's responsibility to coordinate with supplier of GAIL meter find reason for mismatch and resolve the issue pertaining to accuracy without any commercial implications on MNGL.

11.0 INSTALLATION AND COMMISSIONING OF METERING SYSTEM

11.1 The VENDOR shall provide qualified and experienced personnel for installation, field-testing and commissioning of the equipment's.


11.2 Refer "Annexure-1" for bidder's scope of supply, Installation and commissioning.

11.3 INSTALLATION REQUIREMENTS:

□ All instruments shall be accessible from grade or a platform for operation and maintenance.

□ Bidder shall consider the, "MNGL installation standards "as attached or equivalent for installation of each instrument. In case, any instrument require a special installation or any instrument not provided with installation standard the bidder shall prepare the standard and get it approved from MNGL along with other documents.

□ Impulse tube/ pipe of size ½" shall be used as impulse lines. The Impulse pipe/ pipe fittings for instrument installation shall be as per the piping material specifications of respective process lines. Tubing when used between manifold and

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the instrument shall be, 12mm OD with SS316 material of construction as a minimum. The material selected shall be suitable for the process fluid conditions.

□ Instrument in gas service are to be installed only above or at least parallel to the tapping with a slope in the impulse towards the tapping to achieve self- draining condition.

□ No unions shall be used in impulse lines instead break flanges shall be used.

□ Ball valves in combination with Plug / globe valve shall be used for equalizing service and vent & drain valves.

□ Minimum ½" sized needle valves shall be used for Instrument isolation.

□ Impulse piping is to be suitably painted (except SS 316 tubing)

□ Schedule 80 seamless pipe with at least 3000 lb rating fittings should be used as a minimum for impulse piping.

□ Tube fitting shall be double ferrule type.

□ Based on the installation standards for each type of instrument, bidder shall prepare Bill of materials (BOM) which indicates the requirements of different materials for installation of each instrument. However completeness of BOM is bidder's responsibility.

□ Mounting of field instruments (if remote mounted)/ JB's on the stanchion or instrument support shall be at the height of 1.3M from the grade level / finished floor level.

□ The installation and erection materials like, cables (signal, control, thermocouple extension and power), cable glands, junction boxes, instrument valves and manifolds, impulse pipe and pipe fittings, pneumatic signal tubes, instrument airline fittings and valves and cable trays required for installation of complete instrumentation shall be as per standard specifications enclosed in this tender. Power supply for different instruments/ equipment's having different power/ voltage rating shall be installed in different JB's.

11.4 LOOP CHECKING AND COMMISSIONING

11.4.1 Bidder is fully responsible for all work related to loop checking (inside the System), including cable laying, tray work, dressing, identification, ferruling, calibrations, loop testing. However, cable laying from System JB to control panel in control room is not in bidder's scope.

11.4.2 Bidder shall be responsible for commissioning of each & every equipment's installed in the System. (Functionality, simulation for all these equipment's shall be demonstrated during FAT).


12.0 BIDS:

Bidders Proposal shall include the following (as minimum):

12.1 Bidder's proposal shall include the detailed specifications for all items of Metering Systems packages and Metering packages. The proposal shall include:

i) Make, Model number and detailed specification along with technical details and catalogue for each applicable item of metering System like flow meter, meter tube details, pressure transmitter, Temperature transmitters, Ball valves, Globe valves, NRV etc.

ii) Sizing calculations and pressure drop calculations for inlet and outlet pipeline, flow meters. Calculation for Gas velocities meter runs at maximum flow and minimum

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pressure to be submitted. The entire system (including all the components, equipment's, Instruments) shall be selected and offered in such a way that the overall pressure drop across the entire System shall be minimum. Detailed sizing calculation for individual components and pressure drop for entire System (including diff. Pressure across individual components of metering System) to be provided.

iii) All design and performance characteristics.
iv) P&ID for metering System to be prepared by bidder based on the Typical P&ID and other documents provided with tender.
v) Completely filled Datasheet of all the components/ items of System with selected single and Model of equipment/ Instrument. (Multiple make/ model shall not be mentioned/ offered).

vi) Overall dimensions of each item.
vii) Overall dimensions of each System with proposed modules of each System considered along with estimated dimensions:

viii) Weight of each System
ix) Foundation details (suggestive) of Metering System

12.2 All units of measurements in vendor's specification sheets shall be same as those in purchaser's data sheets.

12.3 All material specifications for the various parts in the vendor's specification sheets shall be to the same standard as those in purchaser's data sheets.

12.4 Vendor shall enclose catalogues giving detailed technical specifications, selection guide for decoding Model no. of offered equipment's/ instruments and other information for multi-path Ultrasonic flow meters, pressure/ differential pressure transmitter, temperature transmitters, Ball valves etc. covered in the bid.

12.5 Vendor's proposal including catalogues, drawings, operating and maintenance manuals etc. shall be in ENGLISH language ONLY.

12.6 Vendor shall submit the sizing, rating details & specifications of all the instruments, fittings and piping items, make & model, System details etc., subsequent to award of contract. The relevant catalogue, technical literature shall also be furnished. MNGL shall review the above and vendor to note that **"No post order deviation shall be granted"**. Vendor shall change the make and/or models of items and specifications to meet the requirement of contract without any price and delivery implications after prior written approval from MNGL.


12.7 The Ultra Sonic Meter (multi path-Minimum 4 path), shall be approved for custody transfer application. Type approval certificate for offered make & model of Ultra Sonic gas flow Meter to be submitted along with the bid.

12.8 It is compulsory that bidder utilizes uniform data sheet formats enclosed along- with this document, for preparing specifications for various instruments, including those, which are being prepared by package/ sub package vendors. Additional information shall be provided in the given data sheets, if necessary. Items for which no format has been attached with the document, bidder may use standard ISA formats. Use of manufacturer standard formats shall be avoided.

12.9 Vendor's shall submit details of the only offered make and model of equipment/ instrument along-with the bid. Multiple makes and / or equivalent for any item shall not be mentioned in the bid.

12.10 The Bidder shall submit all filled and signed formats including Data sheet, List of items (Format-Z) etc.

12.11 VENDOR shall include in the bid, list of specific deviations, separately, if any, to this specification and all attachment thereof, otherwise, the quotation will be

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deemed to be in compliance with the specification requirements and subsequent claims for extra arising out of non-compliance with the specification will not be considered.

12.12 The bidder shall provide pulse output corresponding to corrected flow rate through the System. (Correspond to 2 MMSCMD corrected/ standard flow rate. The scale shall be linear, which shall be available through active barrier for use in Field by MNGL).

13.0 SPARES PHILOSOPHY:


Mandatory spares, commissioning spares and materials required for Erection and commissioning of Metering System package shall be provided with Metering System. Mandatory Spares: Shall be provided separately with System as per OEM standard practice at other CGD. This will be verified as per MNGL procedure.

14.0 BIDDER DATA REQUIREMENTS


Drawings/ documents shall be submitted by bidder as per enclosed.

BIDDERS'S SCOPE OF SUPPLY AND INSTALLATION


Sr. No.	Description	Bidder	Purchaser	Remarks and Quantity
A	Design and Engineering			
1	Basic Civil Engineering	√		Bidder shall provide all applicable dimensional, foundation outline and loading data. etc.,
2 a	Basic Electrical Engineering – to provide 1 no Ø, 230 V AC ± 10%, 50 Hz ± 5% supply at one point at electrical for the Flow metering Panel and further distribution & conversion to any other voltage required for system operation is in bidder's scope.		√	Bidder shall provide the electrical load list for Purchaser's Power supply sizing. Purchaser will provide the said electrical point at one point only.
2 b	Electrical Engineering and related work	√		After the provision of electrical point from bidder, all electrical related work will be in bidder's scope.
3	Detail Mechanical Engineering	√		
4	Detail Electrical Engineering	√		
B	Scope of Supply			
1a	All instruments in Gas metering system consisting of Gas metering with flow control in skid	√		

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1b	Existing header modification	√		
2	All field mounted instruments & equipment's.	√		
3	All instruments in Control panel/ Control room mounted Metering panel for Gas metering systempackage	√		
4	Fully Auto Retractable Sample Probe for gas sampling point as per existing GC	√		One Number complete assembly.
5	Gas Chromatograph with All accessories like sample Flow indicator, flow controller, one lot of controller gas & calibration gas, etc.		√	
6	SS Tubes and Fittings for Hook-up		√	
	with Sample probe to Gas chromatograph			
7	Software for Flow Computing.		√	
8	Workstation with 17" LED Monitor & one laptop (HP) with pre- loaded software & features (i.e. Intel Core i7 Processor (64 Bits), 16 GB RAM, 1 TB Hard Disc, Windows 11 Professional or Higher, anti-virus, Microsoft Office 13 Professional, USM software, GSM polling software with licenced version).	√		
9	Heavy Duty Printer (HP/Cannon).	√		
10	Installation hardware, manifolds, tubing's and accessories	√		
11	Local Junction Boxes	√		
12	Industrial grade UPS for continuous power supply with 1 hour battery back-up.		√	


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13	Hardwired signal Interface From Flow computer & GC Controller to DCS/GSM modem	√		<p>Following types of signal shall be provided from Flow computer to DCS:</p> <ul style="list-style-type: none"> Isolated 4-20 mA signals from Flow computer. Potential free contacts (for important alarms) from Flow Computer to DCS. Cabling from Gas Metering Panel to DCS shall be provided by Purchaser
14	Skid/supports	√		For mounting & supporting of Flow metering equipment supplied by the Bidder
15	Mandatory Spares	√		
16	Additional lot of Carrier gas & calibration gas cylinder for GC		√	
C	Junction Box			
1	For interconnection between field and C/R panels	√		
2	For interconnection between field Instruments and junction boxes in Gas metering skids	√		
3	Separate junction box for:	√		
4	For RTD signals	√		
5	Flow meter signals	√		
6	For contact signals	√		
7	For power supply to various instruments	√		
8	For any other signal not covered but required for completion of job	√		
D	Others			
1	Civil works including Foundation	√		
2	Mandatory spares	√		Shall be supplied as per list attached.
3	Special tools & tackles	√		List to be furnished by the bidder in their bid on and above the list furnished by MNGL.

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4	Commissioning spares and consumables	√		List to be furnished by the bidder in their bid on and above the list furnished by MNGL.
5	Shop test and inspection	√		
6	Transportation to site	√		
7	Unloading at site	√		
8	Erection at site	√		
9	Commissioning, site test, Site acceptance & performance guarantee test	√		
10	Colour, paints and painting of Panels	√		
11	Cable trenches, if Required	√		
12	Warranty for equipment's	√		
13	Any other items required to complete the scope work (if any)	√		
14	Expenses towards wet calibration witness by 2 persons	√		
	a) To & Fro Air Travel in Economic Class from Pune to Destination	√		
	b) Lodging for 3-4 nights.	√		
	c) Local Transport & Boarding expenses.	√		
	d) Calibration witness charges	√		
	e) Other Mis. Charges like Visa fees etc.	√		
15	Expenses towards FAT witness by 2 MNGL officials			
	a) To & Fro Air* Travel Pune to Destination (Factory). (As per availability of flights).	√		
	b) Lodging, Boarding & Local Transport expenses.	√		
	c) Other Mis. Charges food, etc.	√		

NOTE: INSTALLATION & COMMISSIONING IS IN THE SCOPE OF BIDDER. BIDDER SHOULD QUOTE LUMSUM RATE FOR THE SAME. THE RATE SHALL BE VALID FOR 24 MONTHS FROM THE DATE OF ISSUANCE of FOI / LOI.

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ITEMS WHICH ARE NOT MENTIONED IN THE ABOVE LIST BUT MENTIONED ELSEWHERE IN THE TENDER DOCUMENT OR REQUIRED FOR THE INSTALLATION. THE SAME HAS TO BE SUPPLIED, INSTALLED & COMMISSIONED BY THE BIDDER.

Bidders Scope of Supply:

- Metering system is designed for 1 x 100.
- Meter should be calibrated through Natural Gas at internationally reputed calibration lab in one direction to achieve high degree of accuracy.
- The metering system will be designed to accept inputs from the flow meter, PT, TT, & gas calorific value from GC to perform the necessary AGA 8, 9 and 10 Calculations.
- The meter run will have smoothness as per AGA 9 guidelines & have upstream as (10D + 10 D) and downstream as 5D as per AGA 9.
- Meter run will be insulated with cold insulation to avoid any temperature effect.
- The existing ESD valve & other equipment can also be hooked up with Flow computer.
- All Junction boxes will be certified for used in hazardous area.
- System foundation drawings will be provided during detailed engineering.

Scope of Work for AMC:

1. Provide total 4 nos. of visits per year to the site for preventive maintenance (1 preventive visit in a Quarter). Each visit will be of 08 hours/day and the visit will be completed on satisfaction of work certified by MNGL (the minimum working days will be 2 nos. which may get extended depending on job requirement). During this visit engineer will inspect / check the specified EQUIPMENT mentioned in Annexure-II & as per checklist and will carry out the calibration of PT & TT. This includes consumables spares & equipment's required for calibration in bidder's scope.
2. Additional 2 visits per year of engineer to site for attending the breakdown or on call form EIC, MNGL.
3. Be entitled without any let or hindrance to depute its employees or authorized representatives to enter the CUSTOMER'S premises at all reasonable times to inspect and service the EQUIPMENT.
4. Not be liable in any manner whatsoever to the CUSTOMER in the event of DMS being prevented or delayed in the performance of any of its obligations under this contract due to conditions constituting Force Majeure which shall include but not be limited to strikes, lockout, concerted action of workmen, breakdown of communications, and unforeseen natural calamities i.e. flood, earthquakes, etc. either at our works or at CUSTOMER'S site.
5. The bidder will carry all the necessary equipment's required for calibration and other maintenance work.
6. During AMC, the scope includes all expenditure (i.e. transportation, logging, boarding, local transportation, etc.,) in bidders scope.

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Annexure – II

BIDDER DATA REQUIREMENT

1.0 BIDDER DRAWING/DOCUMENT REQUIREMENT

1.1 This section defines the requirement for Drawing / Document / Data for Gas metering package to be furnished by Bidder, during and after execution of the project. This shall include all-

- (i) Basic Engineering Documents
- (ii) Detailed Engineering Documents.
- (iii) Documents for Procurement
- (iv) Study, Schematic and Construction drawings.
- (v) All Manufacturer/Supplier/Sub-Vendor related Drawings, Manuals and other Technical Literature.
- (vi) All As Built Drawing / Documents
- (vii) Any other Drawing/Document/Deliverable not specifically covered but generated by Bidder as part of project execution.

1.2 Bidder shall submit all Drawings/ Documents generated by them to MNGL for Approval/Review/ Records. These categories are as defined below:

- Approval Category: Critical Drawing/ Documents for which MNGL approval is essential.
- Review Category; Drawing / Documents which MNGL shall review and comment.
- Records: Drawing / Documents essentially retained by MNGL for Information / Records.

However, Bidder shall note that approval/Review of any drawing by MNGL does not absolve the Bidder from the responsibility of ensuring complete compliance to the requirements. Noncompliance to the requirement observed at any stage of Project execution shall be rectified by Bidder without any FINANCIAL implication to MNGL.

1.3 Bidder shall follow following philosophy with respect to number of copies to be submitted at different stages of Project execution.


Initial submission: 2 sets of Hard Copy

Final / after approval/ For Construction: 2 sets of Hard Copy + 1 sets on Portable Media.

Final as Built: 2 sets of Hard Copy + 2 sets on Portable Media.


1.4 Bidder shall note that Language of all documents during Engineering, execution stage, all final documents and as-built documents shall be in English.

1.5 Bidder shall on award of Contract prepare and submit for MNGL approval a detailed drawing document schedule. The schedule shall ensure sequential and logical sequence of document submission. Bidder shall ensure that subsequent documents are submitted only after the basic documents have been reviewed/approved. Haphazard and en-Bulk submission of documents shall not be entertained.

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BIDDER DATA REQUIREMENT

Sr. No.	Description	Approval	Review	Records	Remarks
1	Drawing and Document Schedule	•			
2	Instrument Index			•	
3	Vendor List for Instruments and accessories	•			
4	Instrument Sizing calculations		• for critical items only		
5	Power consumption list System wise			•	
6	Material Requisition		• for critical items only		
7	Purchase Requisition		• for critical items only		
8	Functional Schematic		• complex & critical loops only		
9	Instrument Loop Drawings			•	
10	Detailed P&ID for Gas metering system package	•			
11	Data sheets of all equipments		*		
13	Power Supply Distribution			•	
14	Instrument Cable Schedule			•	
15	Metering System and control panel interconnection details			•	
16	Instrument location, JB location drawings			•	
17	Gas metering system drawing			•	

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18	Instrument installation drawings		• for critical items only		
19	Instrument grounding details		•		
20	Bill of material for installation items			•	
21	Special test equipment / tool requirement formaintenance			•	
22	Spare part list for :a) Start up and commissioning b) Mandatory spares		•		
23	Statutory body certificates for hazardousarea		•		
24	Test / calibration / inspection certificates forall instruments			•	
25	Inspection and test (FAT) procedures/ SAT procedure for Gas metering system package	•			
26	Complete catalogues with part list for all Bidder supplied instruments, control etc.			•	
27	Installation, operation and maintenancemanuals			•	
28	Custody transfer approval certificates		*		
29	QAP (for instrument and mechanical items)	*			

Note:

1. As built drawings / documents shall be provided for all items for each System.
2. Critical items include items like Gas Metering system, valves, Transmitters, etc. Strike off whichever is not applicable for this project.
3. Any other documents not listed under critical item but necessary for quality control shall be decided with Bidder after placement of the order.


PROCESS DATA FOR METERING SYSTEMS

- Inlet/ Outlet pipeline size: 12", 300#
- Flow capacity: 2 MMSCMD
- Temperature: Ambient, Range : 0 deg. C to 55 deg. C
- Inlet Pressure: 17-22 Kg/Cm2g
- Metering Systems shall consist of Ultrasonic flow Meter(s) based metering system Minimum size of USM 12", 300#.

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**EQUIPMENTS/ INSTRUMENTS TYPICAL DATA SHEETS FOR CRITICAL
EQUIPMENTS/ ITEMS ANNEXURE-IV**

Ultrasonic Flow Meters (Typical)					
UNITS: Gas Flow-> MMSCMD, Pressure -> Kg/cm2g, Temperature-> °C, Length -> mm					
General	1	Tag No.	*		
	2	Line No.	*		
	3	Line Size & Thk./Sch.	*		
	4	Service	Custody Transfer /Check Meter		
	5	Type	MULTIPATH (Minimum 4 path)		
Meter/	6	End Conn.:Size & Rating	*/ #300		
	7	Facing & Finish	Flanged/ 125 AARH		
	8	Pulses / m3	*		
	9	Flow Range	**		
	10	Enclosure	Weather Proof		
	11	Cable Entry	*		
	12	Material - Body	ASTM A 352 Gr LCC or Equivalent		
	13	Material - End Connection	Flanged, As per Pipe Spec *		
	14	Bi-directional /Unidirectional	Unidirectional		
	15	Radiography/Char pytest	REQUIRED	For all weld joint on meter. Radiography is mandatory or report should be reviewed by TPI od respective country of origin	
	16	Overall uncertainty (including lab)	±0.3% OF READING (for Qt<Qi< Qmax.)		
	17	Repeatability	±0.1% for qt<qi<qmax & ±0.2% for qmin<qi<qt		
Pre-	18	Type – 2 wire / 3 wire	*		

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amplifier	19	Pre - amplifier location	METER MOUNTED		
	20	Power Supply Cable Entry	FROM TRANSMITTER *		
			IP65/NEMA-4		
	22	Intrinsically Safe Ex-proof	FLAME PROOF		
	23				
Transmitter	24	Power Supply Cable Entry	* *		
	25	Output	FREQUENCY & RS422/ 485 & Dual Pulse O/P		
	26	Enclosure	WP TO IP65/NEMA-4		
	27	Intrinsically Safe Ex-proof	FLAME PROOF		
	28	Mounting	METER MOUNTED		
Other	29	Meter runs (Up & Downstream)	MATERIAL OF CONSTRUCTION : ASTM 106 GRB Minimum Piping Requirement: 1. Shall be Supplied by meter OEM. 2. Up Stream -USM end flange (300# WNRF) + 10D +Profiler + 10D+ Flange (300 # WNRF) 3. Downstream -USM end flange (300# WNRF) + 5D +Flange (300# WNRF) 4. The Internal surface roughness of 250 Ra or less (smoother) is required for the meter tube (including upstream & downstream straight runs). Meter tube shall be honed/buffed for achieving the same and a certificate from TPI shall be submitted to MNGL before flow calibration.		
	30	Flow Conditioner/ Profiler	The Flow profiler shall be supplied by meter OEM/Reputed make. The quoted flow profiler (type & make) should be proven & has to be tested with meter for custody transfer application. Locally Fabricated Flow Profiler shall not be accepted.		
	31	Retractable probes	NOT REQUIRED		
	32	Press. Tap on Meter Body	REQUIRED-1/2" NPT		



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	33	Cold insulation			
		a) On Meter (Jacket type)	REQUIRED		
		b) On Meter tube (Up & down stream)	REQUIRED		
		c) Thermo-well & Impulse tubing	REQUIRED		
Service	34	Fluid & State	**		
	35	Flow - Min Max	**		
	36	Flow - Normal	**		
	37	Pressure - Oper. Max.	**		
	38	Temp. °C - Min Operating Design	**		
	39	Oper. S.G. Oper. Visc. mPa/s(cP)			
	40	System Pressure Drop	**		
	41	Compressibility factor	**		
	42	Gas Density kg/m ³ Mol.Wt.			
	43	CP/CV	**		
	44	TOTAL SULFUR H ₂ S	3-30 ppm		
	45	Area Classification-IEC	ZONE-1,GR.IIA & IIB, T3		
	46	Make and Model No. – US Meter	*		
	47	- Transmitter	*		
	48	- Pre-amplifier	*		
	49	PIGGABLE / NON-PIGGABLE	Non piggable		

NOTES: * TO BE FURNISHED BY VENDOR , ** REFER PROCESS data

1. Vendor to confirm the meter size. Also furnish sizing calculation for the given process conditions.
2. Vendor to submit certificate, confirming the model suitable for Custody Transfer from the certifying body, mentioned elsewhere
3. Number of paths to be confirmed by vendor confirming to the performance specifications.
4. Maximum permitted velocity through USM is 30 meters/ sec.
5. Wet Calibration Pressure close to operating pressure (Minimum)
- 6 A qualified flow Profiler/ conditioner and upstream and downstream pipe runs shall be supplied and used during wet calibration. (7 points calibration before adjustment, 2 point verification after adjustment)
7. Straight meter run of 10 ND (Nominal pipe diameter) between upstream of the




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Bid No. MNGL/CP/2023-24/72

flow conditioner, 10 ND between flow conditioner and the meter and 5ND downstream of meter shall be supplied by the meter manufacturer and used during wet calibration.

General	Products	USM Based Metering System		
	Station Name	MNGL		
	Location	On Shore		
	Service	Natural Gas (Sweet)		
Service Condition		Min.	Nor.	Max.
	Flow Rate	*	*	*
	Pressure	*	*	*
	Temperature	*	*	*
Design Condition	Flow Rate	*		
	Design Pressure	49		
	Temperature	0 / 60		
	Corrosion Allowance	1.5mm		
	Velocity	30 m/s (Max)		
	Molecular Weight	-		
	Density	-		
	Compressibility Factor	0.95		
	Viscosity	-		
Environmental Condition	Ambient Temperature	0 – 50		
	Relative Humidity	95%		
	Atmosphere	Tropically Hot		
Safety & Protection	Hazardous Area Classification	IEC Zone 1, Group IIA/IIB, Temp. Class T3.		
	Safety Protection	Intrinsically safe / Explosion Proof / Weather Proof.		
	Certification Requirement	BASEEFA / FM / UL / PTB / LCIE / ATEX / CSA / CMRI / CCOE / etc.		
	Ingress Protection	IP65		
	Heat Tracing	N/A		
System Standards	Metering Design Standard	AGA 9		
	Compressibility / Relative Density	AGA 8		
	Standard Density & Relative Flow	GPA 2172 – 2145, AGA 5		
	Speed of Sound Calculation	AGA 10		
	Reference Condition	Pressure - 1.0332 Temperature - 15.56		
Piping	Piping Design Code	ASME B 31.8		

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Code & Standards	Piping Material	ASTM A106 GR.B
	Flange Material	ASTM A105
	Piping Class	300#
	NACE Requirement	N/A
	Welding Code	ASME Sec IX
	NDT Code	ASME Sec V & ASAME Sec VIII Div. 1.

ANNEXURE - V CHECKLIST

Check list / Scope of Work for Annual Maintenance Contract

- A. Panel Mounted Flow computer
 1. Checking the parameter setting / Configuration.
 2. Configuration download.
 3. I/O's Check.
 4. Communication check.
 5. Report Printing / Printer Port.
 6. Audit/Event/Alarm logs.


Deliverables

- a. Report print out
- b. List of modified parameters
- c. Backup of configuration (in case of correction)

- B. Ultrasonic Gas flow meter
 - Operational Parameters Check/Adjust
 1. Physical Inspection (Wiring & Process Connections, Physical Damage)
 2. Communication with Laptop
 3. Functionality of communication ports.
 4. Checking the Parameter setting / Configuration.
 5. Supply Voltage check
 6. Communication between USM and flow computer.
 7. Checking alarms
 8. Collection & Analysis of logs and archives
 9. Clean chords if required
 10. Change the various performance related parameter if required to improve the performance of USM.

Deliverables

- a. List of modified parameters
- b. Backup of configuration (in case of modification)
- c. Backup of maintenance log

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□ Transmitters: Calibration check

Note: - For carry out the above checks the CUSTOMER should provide the historical log, previous calibration records, and chromatogram to study the healthiness of GC


Deliverables

- Calibration Report
- Backup of application software
- Analysis Report

Sr. No.	Common Item Required (Bidders Scope)	Quantity
1	Control Room Mounted Flow Computer with configuration Software, One I/O Board, CPU Board.	0
2	Control Room Mounted Metering Panel for mounting Flow computer, Zener Barriers etc.	0
3	Analog & Digital Barriers.	LOT
4	Installation Hardware includes required Cable Glands, Cable tray, Junction Boxes for Digital & Analog signals etc.	LOT
5	SS Tubes & Fittings	LOT
6	Pipe and pipe fittings, Flanges & Skid fabrication as per GDA	LOT
7	GSM Modem with accessories	1
O&M Spares (Bidders Scope)		
1	USM CPU Board Assembly	1
2	O-Ring for Base Cover	2
3	USM Acquisition Board	1
4	Fuses	2
5	O-Ring for Upper Enclosure end caps	2

ANNEXURE - VI VENDOR LIST FOR BOUGHT OUT ITEMS

- 1) PRESSURE REGULATOR AND SLAM SHUT VALVE
- 1) M/s Pietro Fiorentini S.p.A. (Italy)
- 2) M/s Emerson Process Management (USA)
- 3) M/s RMG-Regel Messtechnik (Germany)
- 4) M/s Mokveld Valves BV (Netherlands)
- 5) M/s Schlumberger (USA)
- 6) M/s Gorter Controls B V (Netherlands)
- 7) M/s Instromet International NV
- 8) M/s Emerson Process Mgmt asia Pacific Pte Ltd.
- 9) M/s Nirmal Industrial Controls Pvt Ltd. (up to 300# class and 8" only)
- 11) M/s ESME Valves Ltd
- 12) M/s Kaye & Macdonald Inc.

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- 13) M/s Nuovo Pignone SPA (Italy) (GE Oil Co.)
- 14) M/s Richards Industries (Formerly Treloar)
- 15) M/s Samson AG Mess-und Regeltechnik
- 16) M/s Tormene Gas Technology

B) ULTRA SONIC METERS


- 1) M/s Daniel (USA)
- 2) M/s RMG (Germany)
- 3) M/s ELSTER INSTROMET (Belgium)/Honeywell
- 4) FMC TECHNOLOGY (Germany)
- 5) M/s SICK MAIHAK (Germany)

C) POSITIVE DISPLACEMENT FLOW METERS


- 1) M/s Actaris
 - 2) M/s RMG (Germany)
 - 3) M/s Instromet
 - 4) M/s Romet
 - 5) M/s Dresser
- D) DRY FILTER & FILTER SEPERATOR**
- 1) M/s Grand Prix Fab (Pvt.) Ltd.(Gandhar)
 - 2) M/s Perry Equipment, USA
 - 3) M/s Faudi Filter, Germany
 - 4) M/s Forain S.r.l., Italy
 - 5) M/s ABB, Faridabad
 - 6) M/s Burgess Manning, USA
 - 7) M/s Multitex Filtration Engineers India
 - 8) M/s Triveni Plenty Engg. Ltd. (Gandhar)
 - 9) M/s Siirtec International Contractor SPA (Italy)
 - 10) M/s Flashpoint, Pune
 - 11) Filtration Engineers (I) Pvt Ltd, India
 - 12) M/s Gujarat Otofilt, India
 - 13) M/s Pall India Pvt Ltd., India
 - 14) M/s Ultrafilter (India) Pvt Ltd, India
 - 15) M/s Ravi Techno Systems Pvt Ltd, India
 - 16) M/s Flash Point Pune India
 - 17) M/s Tormene Gas Technology
 - 18) M/s Technospecial SPA
 - 19) M/s Taylor Forge Engineering Systems Inc.
 - 20) M/s GD Engineering, England
 - 21) M/s T.D. Williamson, USA

E) BALL VALVES, Pipe Line (API 6D)

- 1) M/s Hopkinsons Limited (UK)
- 2) M/s O.M.S. Saleri (Italy)
- 3) M/s Pibi Viesse SPA (Italy)
- 4) M/s Nuovo Pignone (Italy)
- 5) M/s Perar SPA (Italy)
- 6) M/s Larsen & Toubro Ltd. (Gandhar)
- 8) M/s Pietro Fiorentini (Italy)

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- 9) M/s Raimondi Valve S.p.A. (Italy)
 - 10) M/s VIZA Valves (China)
 - 11) M/s Cooper Cameron Valv Italy SRL-FRM, Itly
 - 12) M/s Fraz Schuck GMBH, Germany (Formerly Borsig)
 - 13) M/s ITAG, Germany
 - 14) M/s Kitamura Valve manufacturing Co. Ltd
 - 15) M/s MSA A.S.
 - 16) M/s PCC Ball Valves SRL
 - 17) M/s Petrol Valves SRL
 - 18) M/s Tormene Gas Technology
 - 19) M/s Virgo Engineers Ltd. India
 - 20) M/s Weir Valves & Controls UK Ltd.
 - 21) M/s Microfinish Valves Ltd, India
 - 22) M/s Flowchem, India
 - 23) M/s Flow Control Technologies (France)
 - 24) M/s Friedrich Krombach GMBH &CO.Kg
 - 25) M/s Grove Valve And Regulators Co (USA)
 - 26) M/s JCFabrica DE Valvulas S.A. (Sharjah)
 - 27) M/s Guichon Valves (France)
 - 28) M/s Hindle Cockburns Limited
- F) GAS /HYRDAULIC (GOOA) ACTUATOR
- 1) M/s Biffi, Italy
 - 2) M/s Ledeen, Italy
 - 3) M/s Schuck, Germany
 - 4) M/s Rotork, Italy
 - 5) M/s Bettis (Emerson process management)
- G) PLUG VALVES
- 1) M/s Grove Dresser Italia S.p.A. (Italy)
 - 2) M/s Nordstrom Valves Inc. (USA)
 - 3) M/s Serck Audo Valves (England)
 - 4) M/s Breda Energia Sesto industria SPA (Italy)
 - 5) M/s Fisher Xomox Sanmar Ltd. (Chennai)
 - 6) M/s L&T (Audco India) Ltd. (Gandhar)
 - 7) M/s Econo Valves India
- H) GLOBE VALVES
- 1) M/s BDK Engineering Industries Limited,Hubli, (Karnataka)
 - 2) M/s Datre Corporation Limited Kolkata
 - 3) M/s KSB Pumps Ltd, NOIDA
 - 4) M/s Larsen & Toubro Ltd.
 - 5) M/s NECO Schubert & Salzer Ltd., Gandhar
 - 6) M/s Niton Valve Industries Pvt. Ltd., Gandhar
 - 7) M/s Ornate Valves Pvt. Ltd., Gandhar
 - 8) M/s Panchvati Valves & Flanges Pvt. Ltd., Gandhar
 - 9) M/s Shayburg Valves Pvt. Limited, Navi Gandhar
 - 10) M/s A.V. Valves Ltd. Agra
 - 11) M/s Shalimar Valves Pvt. Ltd.,Navi Gandhar

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- 12) M/s JC Fabrica de Valvulas, S.A Barcelona Spain
13) M/s KF Industries Alberta, Canada

I) CHECK VALVES


- 1) M/s Malbrancque (France)
- 2) M/s Mannesmann Demag (Germany)
- 3) M/s Petrol Valve (Italy)
- 4) M/s True Flow Rona (Belgium)
- 5) M/s L&T (Audco) India Ltd. (Chennai)
- 6) M/s BHEL, OFE & OE Group (Gandhar)
- 7) M/s Advance valves Pvt Ltd.
- 8) M/s A V Valves Ltd.
- 9) M/s BDK Engineering Industries Ltd. India
- 10) M/s Econo Valves Pvt. Ltd. India
- 11) M/s Foress Engg (I) Ltd. (Aurangabad)
- 12) M/s KSB Pumps Ltd. Loimbattore), India
- 13) M/s Nandina Iron & Steels
- 14) M/s Nitcon valve Industries Pvt. Ltd. India
- 15) M/s Oswal Industries Ltd. India
- 16) M/s Panchvati Valves & Flanges Pvt. Ltd. India
- 17) M/s Petrochemical Engineering Enterprises, India
- 18) M/s Sakhi Engineers Pvt. Ltd.
- 19) M/s Shalimar Valves Pvt. Ltd.
- 20) M/s Steel Strong valves India Pvt. Ltd., India
- 21) M/s Valvitalia Italy
- 22) M/s Flow Chem, Ahemedabad

J) PRESSURE SAFETY VALVES


- 1) M/s Keystone Valves (India) Pvt. Ltd.
- 2) M/s Larson & Toubro Ltd.
- 3) M/s Sevim Sarasin Valves India (P) Ltd.
- 4) M/s Tyco Sanmar Ltd. (Gandhar)
- 5) M/s Anderson Greenwood/ Crosby
- 6) M/s BHEL (Trichy)
- 7) M/s Curtiss Wright Flow Control Corporation
- 8) M/s Dresser Inc.
- 9) M/s Fukui Seisakusho Co. Ltd
- 10) M/s Instrumentation Ltd (Palghat)
- 11) M/s Lesser GmbH & Co KG
- 12) M/s Nakakita Seisakusho Co Ltd
- 13) M/s Nuovo Pignone SPA (Italy) (GE Oil co)
- 14) M/s Parcol SPA
- 15) M/s Safety Systems UK Ltd
- 16) M/s Tai Milano SPA
- 17) M/s Weir Valves & Controls France (Form S 791)

K) FLOW CONTROL VALVES

- 1) M/s Fouress Engg. (Gandhar)
- 2) M/s Fisher Xomox (Gandhar)

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- 3) M/s MIL Control Ltd. (Noida)
- 4) M/s ABB Ltd. (Nashik)
- 5) M/s Samson Control (Thane)
- 6) M/s Instrumentation Ltd. (Palghat)
- 7) M/s Dresser Industries
- 8) M/s Fisher Controls
- 9) M/s Valvitalia Italy
- L) CONTROL ROOM EQUIPMENT CONTROL PANEL & ACCESSORIES
 - 1) M/s Keltron Controls Ltd., Kerala
 - 2) M/s ELECHMEC Corporation Ltd., Gandhar
 - 3) M/s Industrial Controls & Appliances Pvt. Ltd.,
 - 4) M/s Alstom System Ltd., Noida
 - 5) M/s ABB Instruments Ltd., Gandhar
 - 6) M/s Emerson Process Management (I) Pvt. Ltd.
 - 7) M/s Larsen & Toubro Ltd.
 - 8) M/s Control & Automation, Gandhar
 - 9) M/s GE Fanuc Systems Pvt. Ltd., Gandhar
 - 10) M/s Rockwell Automation (I) Ltd., Ghaziabad
 - 11) M/s Siemens Ltd.
 - 12) M/s Tata Honeywell Ltd.
 - 13) M/s RITTAL
 - 14) M/s Pyrotech
- M) LEVEL GAUGES/ LEVEL INSTRUMENTS
 - 1) M/s Bliss Anand
 - 2) M/s Chemtrols
 - 3) M/s V-Automat
 - 4) M/s Levcon
 - 5) M/s NIVO Controls
 - 6) M/s Sbeletro Mechanicals
 - 7) M/s TRAC
- N) SS FITTINGS / TUBING,
(No other makes shall be acceptable)
 - 1) M/s SWAGELOCK (USA)
 - 2) M/s PARKER (USA)
 - 3) M/s HOKE (USA)
 - 4) M/s Sandvik
- O) JUNCTION BOXES AND CABLES GLANDS
 - 1) M/s EX-PROTECTA
 - 2) M/s FLAMEPROOF CONTROL GEARS
 - 3) M/s BALIGA
 - 4) M/s FLEXPLO ELECTRICALS
- P) CONTROL AND SIGNAL CABLES
 - 1) M/s ASSOCIATED CABLES
 - 2) M/s ASSOCIATED FLEXIBLES
 - 3) M/s UNIVERSAL Cables Ltd, India
 - 4) M/s DELTON Cables Ltd, India

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- 5) M/s BROOK
- 6) M/s KEI Industries Ltd INDIA
- 7) M/s CMI Limited
- 8) M/s - Cords Cable Industries Ltd, India
- 9) M/s Elkay Telelinks (P) Ltd., India
- 10) M/s Fine Core Cables Pvt Ltd, India
- 11) M/s Goyolene Fibres (I) Pvt Ltd, India
- 12) M/s Netco Cable Industries Pvt Ltd, India
- 13) M/s NICCO Corporation Ltd, India
- 14) M/s Paramount Communications Ltd, India
- 15) M/s Polycab Wires Pvt Ltd, India
- 16) M/s Radiant Cables Pvt Ltd, India
- 17) M/s Reliance Engineers Ltd., India
- 18) M/s Suyog Electricals Ltd, India
- 19) M/s Thermo Cables Ltd
- 20) M/s Udey Pyrocables Pvt Ltd, India

- Q) INDICATORS
- 1) M/s Yokogawa
 - 2) M/s ABB
 - 3) M/s EUROTHERM CHESSEL
 - 4) M/s HONEYWELL
 - 5) M/s Emerson Process management


- R) BARRIERS
- 1) M/s MTL
 - 2) M/s STHAL
 - 3) M/s P&F
 - 4) M/s Phoenix

- S) FASTENERS
- 1) AEP Company, India
 - 2) Boltmaster India Pvt. Ltd. India
 - 3) Deepak Fasteners Limited India
 - 4) Fasteners & Allied Products Pvt. Ltd.
 - 5) Hardwin Fasteners Pvt. Ltd. India
 - 6) J.J. Industries India
 - 7) Multi fasteners Pvt. Ltd. India
 - 8) Nexo Industries, India
 - 9) Pacific Forging and Fasteners Pvt Ltd.
 - 10) Pioneer Nuts and Bolts Pvt. Ltd.
 - 11) Precision Auto Engineering Works, India
 - 12) Sandeep Engineering, India
 - 13) Syndicate Engineering Industries, India.

- T) Fitting Block Forged-Carbon Steel
- 1) Eby Fasteners, India
 - 2) Leader valves Ltd. India
 - 3) M.S. Fitting Mfg. Co. Pvt. Ltd. India

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- 4) R. N. Gupta & Co. Ltd. India
- U) Fittings from Seamless Pipe-Carbon Steel
- 1) CD Engineering Co., India
 - 2) CD Industries (Ghaziabad), India
 - 3) Chaudhry Hammer Works Ltd, India
 - 4) Echjay Industries Pvt Ltd, (Rajkot), India
 - 5) Golden Iron & Steel Works, India
 - 6) J.K. Forgings, India
 - 7) JAV Forgings (P) Ltd, India
 - 8) Kunj Forgings Pvt Ltd, India -Metal Forgings Pvt Ltd,
 - 9) India-Pradeep Metal Limited, India
 - 10) Punjab Steel Works, India
 - 11) R.N. Gupta & Co. Ltd, India
 - 12) R.P. Engineering Pvt Ltd, India
 - 13) Shri Ganesh Forgings Ltd., India
 - 14) Uma Shankar Khandelwal & Co., India
- V) Gaskets Spiral Wound
- 1) IGP Engineers Pvt. Ltd., India
 - 2) Madras Industrial Products, India
 - 3) Starflex Sealing India Pvt Ltd, India
- W) Pipe – Carbon Steel (Seamless) to ASTM STDS.
- 1) BHEL (Trichy), India
 - 2) Heavy Metals & Tubes Ltd (Mehsana), India
 - 3) Indian Seamless Metal Tubes Ltd, Ahmednagar, India
 - 4) Indian Seamless Metal Tubes Ltd, Baramati, India
 - 5) Jindal Saw Ltd (Nashik Works), India
 - 6) Mahalaxmi Seamless Ltd, India
 - 7) Maharashtra Seamless Ltd, India
 - 8) Sainest Tubes Pvt Ltd, India
 - 9) Wuxi Erquan Special Steel Tube Co. Ltd.
- X) Pipe - Carbon Steel to Indian Standards
- 1) Advance Steel Tube Ltd., India
 - 2) Asian Mills Pvt Ltd, India
 - 3) BMW Industries Ltd(Bansal Mech Works) , India
 - 4) Goodluck Steel Tubes Ltd, India
 - 5) Indus Tube Limited, India
 - 6) Jindal Pipes Ltd, India
 - 7) Jindal Saw Ltd (Kosi Works) , India
 - 8) Lalit Profiles & Steel Ind Ltd. , India
 - 9) Lloyd Metals & Engineers Ltd. , India
 - 10) Maharashtra Seamless Ltd, India
 - 11) Man Industries Ltd, India
 - 12) Mukat Pipes Ltd.,
 - 13) Mukat Tanks & Vessels Ltd., India
 - 14) North Eastern Tubes Ltd.

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- 15) Pratibha Pipes & Strl Pvt Ltd
- 16) PSL Limited (Nani Chirai)
- 17) PSL Limited (Chennai) -Ratnamani Metals & Tubes Ltd
- 18) Sri Sarbati Steel Tubes Ltd
- 19) Steel Authority of India Ltd
- 20) Surindra Engineering Co Ltd (Rajpura), India
- 21) Surindra Engineering Co Ltd (Gandhar), India
- 22) Surya Roshni Ltd, India
- 23) Swastik Pipes Ltd,, India
- 24) The Tata Iron & Steel Co Ltd, India
- 25) Welspun Gujarat Stahl Rohren Ltd, India

- Y) Pipe & Tubulars to API Standards
 - 1) BHEL (Trichy), India
 - 2) Indian Seamless Metal Tubes Ltd, Ahmednagar, India
 - 3) Indian Seamless Metal Tubes Ltd, Baramati, India
 - 4) Jindal Pipes Ltd, India
 - 5) Jindal SAW Ltd (Kosi Works)-Jindal SAW Ltd (Nashik Works)
 - 6) Lalit Profiles & Steel Industries Ltd
 - 7) Lloyds Metals & Engineers Ltd
 - 8) Maharashtra Seamless Ltd, India
 - 9) Man Industries (I) Ltd
 - 10) Mukat Tanks & Vessels Ltd -Ratnamani Metals & Tubes Ltd
 - 11) Steel Authority of India Ltd
 - 12) Surindra Engineering Co Ltd (Gandhar), India
 - 13) Surya Roshni Ltd, India
 - 14) Welspun Gujarat Stahl Rohren Ltd, India

- Z) Pipe - Carbon Steel (Welded) to ASTM Standards
 - 1) Jindal Saw Ltd (Kosi Works) , India
 - 2) Lalit Profiles & Steel Ind Ltd. , India
 - 3) Man Industries Ltd, India
 - 4) Mukat Pipes Ltd.,
 - 5) Mukat Tanks & Vessels Ltd., India -Ratnamani Metals & Tubes Ltd
 - 6) Surindra Engineering Co Ltd (Gandhar), India

- AA) Field Instruments (P, DP, F, L, T)
 - 1) ABB Ltd (Faridabad), India
 - 2) ABB Automation Ltd, India
 - 3) Emerson Process Mgmt Asia Pacific PTE Ltd,
 - 4) Emerson Process Mgmt India Pvt Ltd,
 - 5) Fuji Electric Instruments Co Ltd
 - 6) Honeywell Automation India Ltd,
 - 7) Honeywell Inc.
 - 8) Yokogawa Electric Corp.
 - 9) Yokogawa India Ltd

- AB) I/P Converters
 - 1) ABB Ltd (Faridabad), India

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- 2) ABB Automation Ltd, India
 - 3) Emerson Process Management Asia Pacific PTE Ltd
 - 4) Emerson Process Management India Pvt Ltd, India
 - 5) IMI Watson Smith Ltd.
 - 6) Moore Controls Ltd
 - 7) MTL India
 - 8) Shreyas Instruments Pvt Ltd, India
 - 9) Thermo Brandt Instruments
- AC) Instrument Valves & Manifolds
- 1) Anderson Greenwood Crosby -Astec Valves & Fittings Pvt Ltd, India
 - 2) Aura Inc.
 - 3) Autoclave Engineers Fluid Components
 - 4) Chemtrols Engineering Ltd, India
 - 5) Circor Instrumentation Ltd
 - 6) Excel Hydro Pneumatics Pvt Ltd, India
 - 7) Excelsior Engg Works, India
 - 8) Ham-Let (Israel-Canada) Ltd
 - 9) Hyd-Air Engg. Works Lonavala, India
 - 10) Micro Precision Products Pvt Ltd, India
 - 11) Parker Hannifin Corporation
 - 12) Precision Engineering Industries, India
 - 13) Prime Engineers
 - 14) Swagelok Co.
 - 15) Swastic Engineering Works, India
 - 16) Technomatic (India) Pvt Ltd, India
- AD) Junction Boxes (Flame Proof)
- 1) Baliga Lighting Equipments (P) Ltd, India
 - 2) FCG Flameproof Control Gears P. Ltd., India
 - 3) FCG Power Industries Pvt Ltd, India
 - 4) Flameproof Equipments Pvt Ltd, India
 - 5) Flexpro Electricals Pvt Ltd, India
 - 6) Govan Industries (India) P Ltd, India
 - 7) Prompt Engineering Works, India
 - 8) Sudhir Switchgears Pvt Ltd, India
- AE) L E L Detection System
- 1) Chemtrols Engineering Ltd., India
 - 2) Crowcon Detection Instruments Ltd
 - 3) Detection Instruments (I) Pvt Ltd
 - 4) Detector Electronics Corporation
 - 5) Drager Safety AG & Co. KGAA
 - 6) General Monitors Ireland Ltd
 - 7) Mine Safety Appliances Company
 - 8) MSA – Mines safety appliances.
 - 9) Oldham France S.A.
 - 10) Riken Keiki Co Ltd
 - 11) Simrad Optronics Icare




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GAS LIMITED**


Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.

Bid No. MNGL/CP/2023-24/72

- AF) Pressure Gauges
- 1) AN Instruments Pvt Ltd
 - 2) Badotherm Process Instruments B.V.
 - 3) Bourdon Haenni S.A.
 - 4) British Rototherm Co Ltd
 - 5) Budenberg Gauge Co Ltd
 - 6) Dresser Inc
 - 7) Forbes Marshall (Hyd) Pvt Ltd
 - 8) General Instrument Consortium
 - 9) Gluck (India) Mfg Co
 - 10) H. Guru Instruments (South India) Pvt Ltd
 - 11) Manometer (India) Pvt Ltd
 - 12) Nagano Keiki Seisakusho Ltd
 - 13) Precision Industries
 - 14) Waaree Instruments Ltd
 - 15) Walchandnagar Industries Ltd (Tiwac Divn)
 - 16) Wika Alexander Wiegand & Co GmbH
 - 17) Wika Instruments India Pvt Ltd
 - 18) Hirlekar Precision, India
 - 19) Bells Control Ltd., Gandhar
- AG) Temp. Gauges
- 1) AN Instruments Pvt Ltd.
 - 2) Badotherm Process Instruments B.V.
 - 3) Bourdon Haenni S.A.
 - 4) Dresser Inc.
 - 5) General Instruments Consortium
 - 6) H. Guru Instruments (South India) Pvt Ltd
 - 7) Nagano Keiki Seisakusho Ltd
 - 8) Solartron ISA
 - 9) Walchandnagar Industries Ltd (Tiwac Divn)
 - 10) Wika Alexander Wiegand & Co GmbH
 - 11) Wika Instruments India Pvt Ltd
 - 12) M/s Pyro Electric, Goa
 - 13) Bells Control Ltd., Gandhar
- AH) Temperature Elements, Thermowells
- 1) ABB Automation Ltd
 - 2) Altop Industries Ltd
 - 3) Bourdon Haenni S.A.
 - 4) Detriv Instrumentation & Electronics Ltd
 - 5) General Instruments Consortium
 - 6) Invensys Software Systems (S) PTE Ltd.
 - 7) Japan Thermowell Co Ltd
 - 8) Nagman Sensors Pvt Ltd
 - 9) Tecnomatic SPA
 - 10) Tempesen Instrument India Ltd
 - 11) Thermo Electric Co. Inc.
 - 12) Thermo-Couple Products Co

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- 13) Thermo-Electra B.V.
- 14) Wika Alexander Wiegand & Co GmbH
- 15) Altop Industries Ltd., Baroda
- 16) M/s Nagman Sensors (Pvt.) Ltd.
- 17) M/s Pyro Electric, Goa

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SECTION – VIII

UNPRISED SCHEDULE OF RATES / PRICE SCHEDULE

Tender No. MNGL/CP/2023-24/72 dated 09.08.2023

Item: Tender for a Procurement, Calibration, Installation & Commissioning of an Ultrasonic Flowmeter (USM), Associated Equipments & Piping along with 02 (Two) years of comprehensive AMC at CGS Chikhali for MNGL, Pune.

Schedule of Rates (SOR) / BoQ is enclosed on e-tendering portal.

Note:

1. Evaluation shall be done on overall least cost basis to the Purchaser & order shall be placed on L-1 bidder.
2. All SOR (i.e. BoQ on e-portal) items shall be quoted by the bidder in the price part of the bid, otherwise bid will be rejected.
3. Bidder shall indicate all rates considered in the prices indicated in the Price Schedule / BoQ.
4. Prices quoted shall be inclusive of all taxes/duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period.
5. Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account.

SEAL & SIGNATURE OF BIDDER