



**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**



**MAHARASHTRA NATURAL GAS LTD., PUNE  
(MNGL)**


**CITY GAS DISTRIBUTION PROJECT**

**BID DOCUMENT FOR**

**Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING**


**Bid Document No.: MNGL/CP/2022-23/14 dated 22.04.2022**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **CONTENTS**

### **VOLUME I OF II**

<b>PART – A</b>	<b>1. INVITATION FOR BIDS</b> <b>2. ACKNOWLEDGEMENT CUM CONSENT LETTER</b> <b>3. SUBMISSION OF BID</b>
<b>PART – B</b>	<b>1. INSTRUCTION TO BIDDERS</b> <b>2. ANNEXURES TO INSTRUCTIONS TO BIDDERS</b>
<b>PART – C</b>	<b>1. GENERAL CONDITIONS OF CONTRACT (WORKS)</b> <b>2. ANNEXURES TO GENERAL CONDITIONS TO CONTRACT</b>
<b>PART – D</b>	<b>1. SPECIAL CONDITIONS OF CONTRACT (COMMERCIAL)</b>

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **PART - A**

### **1.0 INVITATION FOR BIDS (IFB)**


BID DOCUMENT NO.: MNGL/CP/2022-23/14

Date: 22.04.2022

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

### **1.0 TENDER INFORMATION**

Tender document number	MNGL/CP/2022-23/14 dated 22.04.2022
ITEM(S)	Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work
EARNEST MONEY/ BID SECURITY	Rs. 2,00,000/- (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
TENDER FEE ((Non-refundable)	Not applicable
BID VALIDITY	4 (four) months from the bid due date
BID SECURITY VALIDITY	6 (six) months from the bid due date
Pre-bid meeting date and time	29.04.2022 at 11.00 Hrs. IST  VC Link: <a href="https://meet.google.com/mfc-ckrb-fjm">https://meet.google.com/mfc-ckrb-fjm</a>
Bid submission due date and time	14.05.2022 till 15:00 Hrs. IST
Bid Submission at	<a href="https://etenders.gov.in">https://etenders.gov.in</a>
Techno-commercial bid opening date and time	16.05.2022 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later

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Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Chief Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1155/1153 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:neeraj@mngl.in">neeraj@mngl.in</a> / <a href="mailto:akshay.girme@mngl.in">akshay.girme@mngl.in</a>
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

## 2.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Two Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website **[www.mngl.in](http://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](http://www.mngl.in)** for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and MNGL website regularly for any updates on the tender. The ignorance to visit the website will not

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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, 2<sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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


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

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

#### 5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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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), 3% of Contract/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 banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
- 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.

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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)

Encl. 1. Bid Document.

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 (BEC)**

**1.0 Name of the Work:**

Hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.

**2.0 Scope and quantity of work:**

The Scope includes DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL for a period of 02 years.

**3.0 Bidder's Eligibility Criteria:**

**A) TECHNICAL:**


- A.1 Bidder should have successfully executed similar DGPS Survey Work having order value(s) as mentioned under for survey & mapping for Oil & Gas industries / CGD (City Gas distribution) / Cross Country pipeline/Utilities Network in preceding 5 years reckoned from the final bid due date:

Geographical Area (GAs)	Eligibility Criteria
Nashik	Minimum Rs. 22 Lakhs in a Single Work Order
Sindhudurg	Minimum Rs. 9.50 Lakhs in a Single Work Order
Ramnagara	Minimum Rs. 9.50 Lakhs in a Single Work Order

- A.2 The bidder should have executed DGPS Survey for the collection of Ground Control Points for minimum quantity as mentioned under for the Geo-Referencing activity of High-Resolution Satellite Images / Topographic Map in single work order in last Five (05) Years reckoned from the final bid due date:

Geographical Area (GAs)	Eligibility Criteria
Nashik	Minimum 25 Nos. in a Single Work Order
Sindhudurg	Minimum 10 Nos. in a Single Work Order
Ramnagara	Minimum 10 Nos. in a Single Work Order



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- A.3 Bidder should have successfully carried out Pipeline Survey using Induction Utility detection survey having minimum order value as mentioned under for survey & mapping for Oil & Gas industries / CGD (City Gas distribution) / Cross Country pipeline/Utilities Network in a single order in last 5 years reckoned from the final bid due date:

Geographical Area (GAs)	Eligibility Criteria
Nashik	Minimum 155 Km in a Single Work Order
Sindhudurg	Minimum 35 Km in a Single Work Order
Ramnagara	Minimum 40 Km in a Single Work Order

Note: In case bidders quotes for more than one Geographical Area (GA), the requirement of eligibility criteria shall be on cumulative basis.

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

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

**B) Financial:**

- B.1. Turnover:  
The bidder should have achieved a minimum annual turnover as under in any one of the last 3 (three) audited financial years i.e. 2019-20, 2020-21 and 2021-22:

Geographical Area	Minimum Annual Turnover requirement
Nashik	Rs. 22 Lakhs
Sindhudurg	Not applicable
Ramnagara	Not applicable


- B.2 Net worth:

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

- B.3 Working capital:

The bidder should have a minimum working capital as under as per latest audited financial statement i.e. for the year 2021-22:

Geographical Area	Minimum Working Capital requirement
Nashik	Rs. 4.40 Lakhs
Sindhudurg	Not applicable
Ramnagara	Not applicable

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

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


If the audited financial results of the immediately preceding financial year i.e. 2021-22 is not available, then the audited financial results of the year immediately prior to 2021-22 i.e. 2020-21 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2018-19, 2019-20 & 2020-21 shall be considered for calculation of Annual Turnover as specified at Cl. B of BEC-Financial Criteria.

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

#### **4.0 Evaluation and award of contract:**

Evaluation shall be done on overall least cost basis for each GA Separately to the Purchaser.

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2019-20, 2020-21 & 2021-22.

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## 2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

### ACKNOWLEDGEMENT CUM CONSENT LETTER

To,  
**M/s. Maharashtra Natural Gas Limited**  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045  
Ph.No. : 91-20-25611000  
E-mail : [gasaid@mngl.in](mailto:gasaid@mngl.in)

Kind Attn: Shri Ganesh Said, Chief Manager (C&P)

#### **Sub:**

Dear Sir,

We hereby acknowledge receipt of complete set of Bid Document along with enclosures for the subject works. We understand that documents received remain property of M/s. Maharashtra Natural Gas Limited and further undertake that the contents of the above bid documents shall be kept confidential and shall not be transferred. We indicate below our intentions with respect to the Invitation for Bid.

- a) We intend to bid as requested and furnish following details with respect to our quoting office:

- I) POSTAL ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
II) TELEPHONE NO. : \_\_\_\_\_  
III) TELEFAX NO. : \_\_\_\_\_  
IV) E-MAIL : \_\_\_\_\_  
V) CONTACT PERSON : \_\_\_\_\_


- b) We are hereby returning the bid document as we are unable to bid for the reasons given below.

Reasons for non-submission of Bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY'S NAME : \_\_\_\_\_  
SIGNATURE : \_\_\_\_\_

NAME : \_\_\_\_\_


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DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

Note: Bidder is requested to furnish the details mentioned at (a) & (b) above as applicable, immediately after receipt of Bid Document.

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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### 3.0 SUBMISSION OF BID

#### SUBMISSION OF BID

From:

M/s.

To:

**M/s Maharashtra Natural Gas Limited**

Pride Purple Coronet, 2<sup>nd</sup> Floor,

Baner Road, Baner,


Pune – 411045

Ph.No. : 91-20-25611000

1. I/We hereby tender for execution of the WORKS of Tender for Rate Contract for appointment of the Contractors to attend D-PNG online connection and conversion requests with DMA activity for CGD Network of MNGL, Pune as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion of WORK in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs. I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

#### MEMORANDUM

- (a) General Description of Work \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- (b) Contract Performance Bank Guarantee (CPBG) 3% of the CONTRACT amount which will be paid in the manner set out in the General Conditions of Contract.
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.
5. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

I/We enclose herewith evidence of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma and also the Income- Tax Clearance Certificates.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022


Witness:

Name in Block Letters:

Address:

Yours faithfully,  
Signature of Tenderer(s) with the  
seal of the Firm.

Name and Designation of authorized person signing the  
Tender on behalf of the Tenderer(s).

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## **PART – B**

### **1.0 INSTRUCTION TO BIDDERS (ITB)**

#### **INSTRUCTIONS TO BIDDERS**

#### **A. INTRODUCTION**

##### **1.0 INTRODUCTION**


- 1.1 The Owner invites bids through e-tendering mode for Rate Contract for appointment of the Contractors to attend D-PNG online connection and conversion requests with DMA activity for CGD Network of MNGL, Pune as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

##### **2.0 ELIGIBILITY OF BIDDERS**

- 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 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 Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner in accordance with ITB. The bidder should not be on holiday or blacklisted by Owner or any Government Department/ Public Sector/ Joint Venture CGD company of PSU. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

##### **3.0 ONE BID PER BIDDER**

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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#### **4.0 COST OF BIDDING**

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

#### **5.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS**

- 5.1 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

#### **6.0 SITE VISIT**

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.
- 6.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

### **B. THE BID DOCUMENTS**

#### **7.0 CONTENT OF BID DOCUMENTS**

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


Part A: Invitation for Bids (IFB)  
Part B: Instructions to Bidders (ITB)  
Part C: General Conditions of Contracts (GCC)  
Part D: Special Conditions of Contracts (SCC)  
Part E: Scope of work  
Part F: Schedule of Rates (SOR)

- 7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

#### **8.0 CLARIFICATION ON BID DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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documents but prior to at least two (02) working days 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 response (including an explanation of the query but without identifying the source of inquiry) will be hosted on etenders.gov.in 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.

## 9.0 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Owner, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.
- 9.2 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 website etenders.gov.in and www.mnpl.in, before bid due date. All the prospective bidders who have attended the Pre-Bid meeting / submitted bid document fee, shall be informed by email / post about the addendum / corrigendum / clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above websites before submitting the bid.
- 9.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner, at its discretion, may extend the deadline for the submission of bids.
- 9.4 Bidders are advised to visit <https://etenders.gov.in> & [www.mnpl.in](http://www.mnpl.in) from time to time to get updated information / documents.


## C. PREPARATION OF BIDS

### 10.0 LANGUAGE OF BID

- 10.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Owner, shall be in English.
- 10.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

### 11.0 DOCUMENTS CONSTITUTING THE BID

- 11.1 The bid prepared by the Bidder shall comprise the following components:
  - i. Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents.
  - ii. Price Bid having Price Schedule/SOR filled up in accordance with tender documents in a separate envelope.
  - iii. Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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iv. Bid security furnished in accordance with Performa given in this bid documents.

11.2 All pages of the bid offer to be signed and stamped by an authorized representative of the bidder.

## **12.0 BID FORM**

12.1 The Bidder shall complete all the Bid Forms attached in Section-II of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 21.1 of ITB.

12.2 In two-part bidding as specified in IFB, Bidder shall furnish its sealed bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule, each such part being furnished in two separate sealed envelopes.

## **13.0 BID PRICES**

13.1 The Bidder shall indicate percentage discount/mark up on estimated price given in the appropriate Schedule of Rates. The estimate price includes unit prices inclusive of all applicable taxes viz. GST, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipment, machineries, spares, etc.

13.2 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.

## **14.0 PRICE BASIS**

Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory variation in taxes for Indian bidders).

## **15.0 CURRENCIES OF BID**


15.1 Bidders shall submit bid in INR only.

## **16.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

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

16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Owner's satisfaction:

- a. that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- b. that the Bidder meets the qualification criteria stipulated in the Tender

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## 17.0 BID SECURITY/ EMD

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.

17.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
  - i) to accept the Purchase Order in accordance with ITB Clause-41 or
  - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
  - iii) to accept correction of errors pursuant to ITB Clause 32.0
- c) If the Bidder changes the proposed manufacturer after submission of his bid.

17.8 Bid Security should be in favor of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation later. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **18.0 PERIOD OF VALIDITY OF BIDS**

- 18.1 Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the Owner. Owner may reject the bid having shorter validity period as nonresponsive.
- 18.2 In exceptional circumstances, the Owner may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

## **19.0 FORMAT AND SIGNING OF BID**

- 19.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

## **20.0 DEVIATIONS**

- 20.1 Owner will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.
- 20.2 Deviations if any must be listed only in the cover letter & Form F-6 of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job must be completed in accordance with the tender terms and conditions without any commercial implications to the Owner.
- 20.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Owner reserves the right to take the final decision in this regard, without assigning any reason.


## **D. PREPARATION AND SUBMISSION OF BIDS**

### **21.0 PREPARATION OF BIDS**

- 21.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the e-portal which shall comprise of the following:

#### **21.1.1 Technical cover:**

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


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
- ii) Bidder's general/ details information as per format F-1.
- iii) Power of Attorney in favor of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in list of enclosure.
- vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause-by-clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- ix) Copy of Bid security in accordance with IFB & Clause 17 of ITB to be furnished as per format F-4.
- x) Letter of authority in favor of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xi) Confirmation of no deviation as per Format F-6.
- xii) Present commitments strictly as per form F-9.
- xiii) **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labor welfare registration under Maharashtra Labor 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.

**21.1.2 Financial cover:**

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

- 21.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 21.3 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.
- 21.4 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.
- 21.5 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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21.6 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.

21.7 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.


## **22.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

### **22.2 REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### 22.3 SEARCHING FOR TENDER DOCUMENTS


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

### 22.4 PREPARATION OF BIDS:

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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## 22.5 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.**

**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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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.

## **22.6 ASSISTANCE TO BIDDERS:**

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


**22.7 Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.**

## **23.0 DEADLINE FOR SUBMISSION OF BIDS**

- 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 uploading on website, 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**

- 24.1 Any bid received by the Owner after the deadline for submission of bids prescribed by the Owner will be rejected.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **25.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 25.1 The Owner will open all bids on the e-tendering portal in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified in IFB), and at the place specified in the Tender. The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so required by the Owner / Consultant.
- 25.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.
- 25.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 25.4 The Owner will prepare a bid opening statement to be signed by all representatives present during bid opening.

## **E. OPENING AND EVALUATION OF BIDS**

### **26.0 OPENING OF BIDS BY THE OWNER**


- 26.1 The Owner will open all bids on the e-tendering portal, on the date (as specified in IFB), and at the place specified in the Tender.
- 26.2 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 26.3 The Owner will prepare a bid opening statement to be signed by all representatives present during bid opening, in case bid opening is held physically at MNGL.

### **27.0 CLARIFICATION OF BIDS**

- 27.1 During evaluation of the bids, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification (shall be sent to e-mail ID provided in e-tendering portal) and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **28.0 PRELIMINARY EXAMINATION**

- 28.1 The Owner will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 28.2 The Owner may waive any minor informality, 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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28.3 Prior to the detailed evaluation, pursuant to ITB, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.

28.4 If a bid is not substantially responsive, it will be rejected by the Owner and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

## **29.0 REJECTION CRITERIA**

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

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

- Bid security submission / declaration as attached at Format F-4
- Contract Performance Bank Guarantee as per tender.
- Period of validity of bid shorter than specified.
- Price change on account of technical/ commercial clarification and/ or validity extension.
- Resolution of Dispute/ Arbitration clause.
- Payment terms.
- Completion schedule
- Price Reduction Schedule.
- Price not quoted as per SOR
- Warranty / Guarantee
- Force Majeure
- Applicable Law
- Scope of Work

Any other condition specifically mentioned in the tender documents elsewhere that noncompliance of the clause lead to rejection of the bid

## **30.0 OPENING OF PRICE BID**

30.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid.

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


## **31.0 EVALUATION AND COMPARISON OF BIDS**

**Evaluation shall be carried out as per Clause No. 3.0 of Annexure – I to IFB.**

## **32.0 CONTACTING THE OWNER**

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **F. AWARD OF CONTRACT**

### **33.0 POST-QUALIFICATION**

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

### **34.0 AWARD CRITERIA**

- 34.1 Award of work shall be made as per Annexure – I to IFB.

### **35.0 OWNER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**


- 35.1 Owner reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.
- 35.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The L-1-unit rates derived after applying quoted discount/mark up percentage shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

### **36.0 OWNER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

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

### **37.0 NOTIFICATION OF AWARD**

- 37.1 Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 37.2 The date of Letter of Acceptance for notification of award will constitute effective date.
- 37.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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37.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause, the Owner will discharge the bid security of unsuccessful Bidders as early as possible.

37.5 Letter of Acceptance read in conjunction with bid documents shall be binding Contract.

### **38.0 CORRUPT OR FRAUDULENT PRACTICES**

38.1 It is required that all concerned in the entire execution process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Owner:


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

38.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

### **39.0 SINGLE POINT RESPONSIBILITIES**

39.1 The bidder shall submit bid on single point sole / prime bidder responsibility basis. No consortium / joint bid shall be accepted.


39.2 The status of all the other bidder(s) / collaborator(s), if any, referred / identified by the bidder in their offer shall be that of bidder's sub-bidder / Contractor / sub-service provider.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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## 2.0 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 : Commercial Questionnaire
4)	Annexure-IV : Check List

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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 **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”.**
- 3.0 **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.
- 4.0 **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.
- 5.0 **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**.
- 6.0 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.
- 7.0 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.

The following requirement must be noted while submitting the resource deployment details.

i) Construction Equipments


Mechanized type of construction equipments should be considered. All requisite equipments such as cranes, diesel generators, compressors, welding machines, pumps, tractor-trailor, etc. shall be considered. Deployment of minimum equipments must be furnished as per tender.

ii) Deployment of Supervisory/ Skilled Personnel

Bidder must furnish a site organization with qualified and experienced personnel in adequate numbers keeping in view the specific requirement for this work. Bidder will prepare & submit these details also keeping in view the minimum no. of skilled personal as per tender.

8.0 **EVALUATION OF PRICE BIDS**

- i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 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.
- iii) Evaluation shall be done as per Cl. No. 3 of Bidders Eligibility Criteria (Annexure – I to IFB)

**9.0 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.




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**LIST OF FORMATS**  
{Annexure – II TO Instruction to Bidder (ITB)}

**CONTENT**

<b>Sl. No.</b>	<b>Description</b>
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 Bid Security
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-11 : Proposed Site Organization Chart
14)	F-12 : Construction Schedule with Bar Chart
15)	F-13 : Confirmation regarding schedule of labour rate
16)	F-14 : Confirmation regarding schedule of equipment rate
17)	F-15 : Rate for Extended Stay Compensation (Loading Schedule for Price Comparison Purpose)
18)	F-16 : Format for No Claim Certificate
19)	Format for Tender acceptance letter


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-1  
BIDDER'S GENERAL INFORMATION**

To  
M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

- 1.1 Bidder Name : \_\_\_\_\_
- 1.2 Number of Years in Operation: \_\_\_\_\_
- 1.3 Registered Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 1.4 Operation Address : \_\_\_\_\_  
if different from above  
\_\_\_\_\_
- 1.5 Telephone Number : \_\_\_\_\_  
(Country Code) (Area Code) (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}


\_\_\_\_\_  
(SIGNATURE OF BIDDER WITH SEAL)

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-2  
BID FORM**

To  
M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

Dear Sir,  
After examining/ reviewing the Bidding Documents for Tender for Rate Contract for appointment of the Contractors to attend D-PNG online connection and conversion requests with DMA activity for CGD Network of MNGL, Pune including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. The receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of Tender for Rate Contract for appointment of the Contractors to attend D-PNG online connection and conversion requests with DMA activity for CGD Network of MNGL, Pune and in conformity with, the said Bid Document, including Addenda Nos. (if any).

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

If our bid is accepted, we will provide the performance security equal to 3% (three percent) of the Contract Price, for the due performance with in fifteen days of such award.

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


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

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

SEAL AND SIGNATURE  
DATE: \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)  
WITNESS NAME:  
ADDRESS:

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-3**

**LIST OF ENCLOSURES**


To,  
Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. 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. Organization chart of the bidder and the structure assigned for execution of the work under this bid.
6. Methodology of execution of work.
7. Execution schedule with interlinking of various activities.
8. 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)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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				

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


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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

**(SEAL AND SIGNATURE OF BIDDER)**

**(\*) To be filled by Employer**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></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 Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045

Dear Sir(s),

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

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

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by 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.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_.

WITNESS:  
(SIGNATURE)  
(NAME)

(OFFICIAL ADDRESS)


(SIGNATURE)  
(NAME)  
Designation with Bank Stamp  
Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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#### **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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-5  
LETTER OF AUTHORITY  
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES**

No.:

Date:

To,  
Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045

Dear Sir,

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

1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

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

Yours faithfully,


Signature

Name & Designation

For and on behalf of

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-7  
CERTIFICATE**

To,  
Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045


Dear Sir,

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

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

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**(SEAL AND SIGNATURE OF BIDDER)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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.

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**(SEAL AND SIGNATURE OF BIDDER)**


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></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 Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune - 411045


Dear Sir,

M/s \_\_\_\_\_ have been awarded the work of \_\_\_\_\_ for Maharashtra Natural Gas Limited, 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 \_\_\_\_\_) 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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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 Nashik, Ramanagara & Sindhudurga 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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-11**


**PROPOSED SITE ORGANIZATION**

The BIDDER is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Engineer-in-Charge. The BIDDER is also to furnish the Biodata of Site-in-Charge and key personnel to be deployed at site.

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**(SEAL AND SIGNATURE OF BIDDER)**



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-12**


**CONSTRUCTION SCHEDULE WITH BAR CHART**

Bidder shall submit Construction Schedule with Bar Chart for complete work covering all the following activities of work as applicable.

- 1) Mobilization:
- 2) Route Survey:
- 3) Design package Submission &:  
Approval
- 4) Ordering for Supply Materials:
- 5) Supply of Material at site:
- 6) Installation:
- 7) Testing:
- 8) Commissioning:
- 9) Other Miscellaneous Works:

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**(SEAL AND SIGNATURE OF BIDDER)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-13**

**CONFIRMATION REGARDING SCHEDULE OF LABOUR RATES**

We accept Schedule of Labor Rates attached in SCOPE OF WORK and also confirm acceptance for using the same for analyzing rates for extra items.

---

**(SEAL AND SIGNATURE OF BIDDER)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-14**

**CONFIRMATION REGARDING SCHEDULE OF EQUIPMENT RATES**

We accept Schedule of Equipment Rates attached in SCOPE OF WORK and also confirm acceptance for using the same for analyzing rates for extra items.

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**(SEAL AND SIGNATURE OF BIDDER)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**F-15**

**RATE FOR EXTENDED STAY COMPENSATION**

**NOT APPLICABLE**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></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><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**FORMAT FOR TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
M/s Maharashtra Natural Gas Limited  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Raod, Baner,  
Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.


Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the 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 blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
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)

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**COMMERCIAL QUESTIONNAIRE**  
{Annexure – III to Instruction to Bidder (ITB)}

**COMMERCIAL QUESTIONNAIRE**

Note:

- 1) The Bidder shall submit reply to each query.
- 2) The bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned elsewhere in the Bid.


<b>Sl. No.</b>	<b>MNGL's Query</b>	<b>Bidder's Reply/ Confirmation</b>
1.	Confirm that your Bid is valid for 4(four) months from the last date of submission of Bid.	
2.	Confirm that all details in unpriced part have been submitted in 1 Original. Bidding Document and drawings, signed and stamped on each page shall be submitted in original.	
3.	Confirm that the following documents are submitted with Part-I:	
i)	All documents in relevant Section as per CHECK LIST	
ii)	Schedule of Rates / Prices without specifying the rates / prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
4.	Confirm that price has been submitted in 1 ORIGINAL only in a separately sealed envelope super scribing "PRICE PART"	
5.	Rates/ amount must be filled in format for `Schedule of Rates enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
6.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
7.	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory).	
8.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
9.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
10.	Confirm your acceptance for `Scope of Supply' as mentioned in Bidding Document.	

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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11.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i	Defect Liability Period clause no. 80.0 of GCC	
ii	Contract Performance Security – clause no. 24.0 of GCC	
iii	Schedule of Rates – clause no. 87.0 of GCC	
iv	Arbitration – clause no. 107.0 of GCC	
v	Termination – Clause nos. 32.0 A & B of GCC	
vi	Terms of Payment – as per tender document	
vii	Price Reduction Schedule – Clause no. 27 of GCC	
12.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
13.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
14.	Confirm the following:	
i)	The planning schedule, manpower estimates, deployment schedule etc., submitted by the bidder with his Bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.	
ii)	Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front.	
iii)	Co-ordination and making available by Contractor of all staff, manpower etc. and materials are required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	
15.	Please confirm that the deployment schedule of supervisory personnel(s) shall be reviewed and firmed up after award of work	
	Note: Please note that Schedule of Rates/ Prices embodied in the Bidding Document is deemed to include all activities of work specified under Scope of Work, Scope of Supply, technical specifications, Conditions of Contract, drawings or any other document forming part of Bidding Document, irrespective of whether such activities of work are specified in the Schedule of Rates/ Prices or not.	

(STAMP & SIGNATURE OF BIDDER)



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></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  
Submitted ☐

(B.3) Financial Details as per Format: F-3A  
☐

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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

Goods & Service Tax 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) Deployment List of Supervisory personnel:

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 :

Submitted

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

Submitted

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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(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)**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **PART - C**

### **GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)**

#### **TABLE OF CONTENTS**

<b>Sl. No.</b>	<b>Description</b>
(i)	<b>TABLE OF CONTENTS</b>
(ii)	<b>SUBMISSION OF TENDER</b>
	<b>GENERAL CONDITIONS OF CONTRACT</b>

#### **SECTION-I (DEFINITIONS)**


1.0	Definition of Terms
-----	---------------------

#### **SECTION-II (GENERAL INFORMATIONS)**

2.0	General Information
2.1	(a) Location of Site
	(b) Access by Road
2.2	Scope of Work
2.3	Water Supply
2.4	Power Supply
2.5	Land for Contractor's field office, Godown and Workshop
2.6	Land for Residential Accommodation

#### **SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)**


3.0	Submission of Tender
4.0	Documents
4.1	General
4.2	All pages to be initialed
4.3	Rates to be in figures and words
4.4	Corrections and Erasures
4.5	Signature of Tenderer
4.6	Witness
4.7	Details of Experience
4.8	Liability of Government of India
5.0	Transfer of Tender Documents
6.0	Earnest Money
7.0	Validity
8.0	Addenda/Corrigenda
9.0	Right of Employer to Accept or Reject Tender
10.0	Time Schedule
11.0	Tenderer's Responsibility
12.0	Retired Government or Company Officers
13.0	Signing of the Contract
14.0	Field Management & Controlling/Coordinating Authority

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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15.0	Note to Schedule of Rates
16.0	16.1 Policy for Tenders under consideration
	16.2 Zero Deviation
17.0	Award of Contract
18.0	Clarification of Tender Document
19.0	Local Conditions
20.0	Abnormal Rates

#### **SECTION-IV (GENERAL OBLIGATIONS)**


21.1	Priority of Contract Documents
21.2	Headings & Marginal Notes
21.3	Singular and Plural
21.4	Interpretation
22.0	Special Conditions of Contract
23.0	Contractor to obtain his own information
24.0	Contract Performance Security
25.0	Time of Performance
25.1	Time for Mobilization
25.2	Time Schedule of Construction
26.0	Force Majeure
26.1	Conditions for Force Majeure
26.2	Outbreak of War
27.0	Price Reduction Schedule
28.0	Rights of Employer to forfeit Contract Performance Security
29.0	Failure by the Contractor to comply with the provisions of the contract
30.0	Contractor remains liable to pay compensation if action not taken under Clause 29.0
31.0	Change in Constitution
32.0 -A	Termination of Contract for Death
32.0-B	Termination of Contract for Liquidation, Bankruptcy etc.
32.0-C	Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
33.0	Members of the Employer not individually liable
34.0	Employer not bound by personal representations
35.0	Contractor's office at site
36.0	Contractor's subordinate staff and their conduct
37.0	Sub letting of Works
	i) Sub contracts for Temporary works etc.
	ii) List of sub-contractors to be supplied
	iii) Contractor's liability not limited by Sub-Contractors
	iv) Employer may terminate sub contracts
	v) No remedy for action taken under this clause
38.0	Power of Entry
39.0	Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
40.0	Other Agencies at site
41.0	Notices
41.1	To the Contractor
41.2	To the Employer
42.0	Rights of various Interests

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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43.0	Patents and Royalties
44.0	Liens
45.0	Delays by Employer or his authorized agents
46.0	Payments if Contract is terminated
47.0	No waiver of Rights
48.0	Certificate not to affect Right of Employer and Liability of Contractor
49.0	Languages & Measures
50.0	Transfer of Title
51.0	Release of Information
52.0	Brand Names
53.0	Completion of Contract
54.0	Spares

#### **SECTION-V (PERFORMANCE OF WORK)**

55.0	Execution of Work
56.0	Co-ordination and Inspection of work
57.0	Work in Monsoon & Dewatering
58.0	Work on Sundays & Holidays
59.0	General Conditions for construction & Erection Work
60.0	Alterations in specification, Design & Extra Work
61.0	Drawings to be supplied by the Employer
62.0	Drawings to be supplied by the Contractor
63.0	Setting out works
64.0	Responsibility for Levels and Alignment
65.0	Materials to be supplied by contractor
66.0	Stores supplied by Employer
67.0	Conditions for issue of material
68.0	Materials Procured with assistance of Employer/Return of surplus
69.0	Materials obtained from dismantling
70.0	Articles of Value found
71.0	Discrepancies between instructions
72.0	Action where no specification is issued
73.0	Inspection of Works
74.0	Tests for Quality of Works
75.0	Samples for approval
76.0	Action and Compensation in case of bad work
77.0	Suspension of Work
78.0	Employer may do part of work
79.0	Possession prior to completion
80.0	Twelve months period of liability from the date of issue of completion certificate
80.3	Limitation of Liability
81.0	Care of Works
81.1	Defects prior to taking over
81.2	Defects after taking over
82.0	Guarantee/Transfer of Guarantee
83.0	Training of Employer's personnel
84.0	Replacement of Defective parts & materials
85.0	Indemnity
86.0	Construction Aids, Equipments, Tools & Tackles

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **SECTION-VI (CERTIFICATES AND PAYMENTS)**


87.0	Schedule of Rates and Payments
	i) Contractor's Remuneration
	ii) Schedule of Rates to be inclusive
	iii) Schedule of Rates to cover construction equipment, materials, labour etc.
	iv) Schedule of Rates to cover Royalties, Rents and claims.
	v) Schedule of Rates to cover taxes & duties
	vi) Schedule of Rates to cover risks of delay
	vii) Schedule of Rates cannot be altered
88.0	Procedure for Measurement and billing of works in progress
88.1	Billing Procedure
88.2	Secured Advance on materials
88.3	Dispute in mode of measurement
88.4	Rounding of Amounts
89.0	Lump sum in Tender
90.0	Running Account Payments to be regarded as advances
91.0	Notices of Claims for Additional Payments
92.0	Payment of Contractor's bills
93.0	Receipt for Payment
94.0	Completion Certificate
94.1	Application for Completion Certificate
94.2	Completion Certificate
94.3	Completion Certificate Documents
95.0	Final Decision & Final Certificate
96.0	Certificate and Payments No evidence of completion
97.0	Deduction from Contract Price

## **SECTION-VII (TAXES AND INSURANCE)**

98.0	Taxes, Duties, Octroi etc.
99.0	Sales Tax/Turnover Tax
100.0	Statutory Variations
101.0	Insurance
101.1	General
	i) Employees State Insurance Act
	ii) Workmen Compensation and Employee's Liability Insurance
	iii) Accident or injury to workmen
	iv) Transit Insurance
	v) Automobile
	vi) General Liability
	vii) Any other Insurance required under law or regulations by Employer
102.0	Damage to Property or to any Person or any Third Party

## **SECTION-VIII (LABOUR LAWS)**

103.0	Labour laws
104.0	Implementation of Apprentices Act 1961
105.0	Contractor to indemnify the Employer
106.0	Health and Sanitary Arrangement for worker

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **SECTION-IX (APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)**

107.0	Arbitration
108.0	Jurisdiction


## **SECTION-X (SAFETY CODES)**

109.0	General
110.0	Safety Regulations
111.0	First Aid and Industrial Injuries
112.0	General Rules
113.0	Contractor's barricades
114.0	Scaffolding
115.0	Excavation and Trenching
116.0	Demolition/General Safety
117.0	Care in Handling Inflammable Gas
118.0	Temporary Combustible Structures
119.0	Precautions against Fire
120.0	Explosives
121.0	Mines Act
122.0	Preservation of Places
123.0	Outbreak of Infectious diseases
124.0	Use of intoxicants

## **ANNEXURES TO GCC**

1.	Proforma of Agreement
2.	Proforma of Indemnity Bond




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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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 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


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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.
- 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 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 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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## 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.


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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising 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.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

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

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

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

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

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

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


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

2.6 Land for Residential Accommodation: No Land shall be made available for residential accommodation for staff and 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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

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


#### **4. Documents:**

##### **4.1 General:**

The tenders as submitted will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a 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.

- 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.


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

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

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
  - b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.
- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.
- 4.5 Signature of Tenderer:
- 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.
- 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.
- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.
- 4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).
- 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Maharashtra Natural Gas Limited, and that M/s Maharashtra Natural Gas Limited, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities,



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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obligations or rights hereunder. It is expressly understood and agreed that M/s Maharashtra Natural Gas Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Maharashtra Natural Gas Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**5. Transfer of Tender Documents:**

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

**6. Earnest Money:**

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

The bid guarantee shall be submitted in the prescribed format.


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

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

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

**Note:**

**The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing 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.**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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## **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.

## **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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 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 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

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

#### **16 Policy for Tenders under Consideration:**

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

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

#### **17 Award of Contract:**

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

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


#### **18 Clarification of Tender Document:**

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

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

#### **19 Local Conditions:**

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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 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.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.


## **22 Special Conditions of Contract:**

- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## **23 Contractor to obtain his own Information:**

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

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

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


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

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

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

## **24 Contract Performance Security:**

- 24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of 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).

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNG/CP/2022-23/14</b></p>
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24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

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

## **25 Time of Performance:**

### **25.1 Time for Mobilization**

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


### **25.2 Time Schedule of Construction:**

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

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as 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.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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The above L1, L2 schedule shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

## **26 Force Majeure :**

### **26.1 CONDITIONS FOR FORCE MAJEURES**

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

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

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

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

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


### **26.2 OUTBREAK OF WAR**

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

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

## **27 Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5% of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

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

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

**28 Rights of the employer to forfeit contract performance security:**


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

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


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

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

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 29.2 In such events of Clause 29.1(a) or (b) above.
- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.
- 29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.
- 30 Contractor remains liable to pay compensation if action not taken under clause 29.0**
- 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,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

### **31 Change in constitution:**

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


### **32 Termination of contract**

#### **32(A) TERMINATIONS 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) TERMINATIONS 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**32 (C)** In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.

**33 Members of the employer not individually liable:**

33.1 No Director, or official or employee of the EMPLOYER shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**34 Employer not bound by personal representations:**

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

**35 Contractor's office at site:**


35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all times 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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

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


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

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

### **37 Sub-letting of works:**

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

- i) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:**  
The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.
- ii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:**  
At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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month with particulars of the general nature of the Subcontract or works done by them.

- iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUBCONTRACTORS:**  
Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR  
The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub- contractors in regard to work to be performed under the CONTRACT.
- iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**  
If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.
- v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**  
No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

### **38 Power of entry:**

- 38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.
- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
  - ii) fail to carry out the WORK in accordance with the Time Schedule, or
  - iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
  - iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
  - v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
  - vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above-mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
  - vii) if the CONTRACTOR shall abandon the WORK or
  - viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNG/CP/2022-23/14</b></p>
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then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

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

- 39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other 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 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.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**40 Other agencies at site:**

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

**41 Notice:**

41.1 TO THE CONTRACTOR:

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

41.2 TO THE EMPLOYER:


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

**42 Right of various interests:**

- 42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency (ies). The CONTRACTOR shall cooperate and afford other agency (ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.
- ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

**43 Patents and royalties:**

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


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.


**45 Delays by employer or his authorized agents:**

- 45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

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

**46 Payment if the contract is terminated:**

- 46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.
  - b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
- a) Any and all completed works.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

**47 No waiver of rights:**

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

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

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

**49 Language and measures:**


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

**50 Transfer of title:**

- 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
- 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

**51 Release of information:**

- 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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concerning the Work unless prior written permission has been obtained from the EMPLOYER.

**52 Brand names:**

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

**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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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.

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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.
- 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 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).
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



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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.
- 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**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.
- 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

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

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


**66 Stores supplied by the employer:**

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


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

**67 Conditions for issue of materials:**

- 67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this constitute a reason for the delay in the execution of the WORK.
- viii) None of the materials supplied to the CONTRACTOR will be 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.
- 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-

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

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

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

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

**69 Materials obtained from dismantling:**

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


**70 Articles of value found:**

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

**71 Discrepancies between instructions:**

- 71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

**72 Action where no specification is issued:**

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

**73 Inspection of works:**

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


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

The CONTRACTOR is to provide at all 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,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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 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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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.


**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 ENGINEER-IN-CHARGE in writing.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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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.

## 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 thereof provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNG/CP/2022-23/14</b></p>
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EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

**81.2 DEFECTS AFTER TAKING OVER:**

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


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

**82 Guarantee/transfer of guarantee:**

- 82.1 For works like 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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNG/CP/2022-23/14</b></p>
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#### **84 Replacement of defective parts and materials:**


- 84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh 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 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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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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.

#### **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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

- iv) **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:**  
The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.
- v) **SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**  
No exemption or reduction of Customs Duties, Goods & Service Tax, quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.
- vi) **SCHEDULE OF RATES TO COVER RISKS OF DELAY:**  
The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.
- vii) **SCHEDULE OF RATES CANNOT BE ALTERED:**  
For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

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


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

## **88 Procedure for measurement and billing of work in progress:**


### **88.1 BILLING PROCEDURE:**

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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER for scrutiny and passing.
- 88.1.2 EMPLOYER shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.
- 88.1.4 MNGL shall make all 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.
- 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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNG/CP/2022-23/14</b></p>
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removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the occurring of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK; otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties


**91 Notice of claims for additional payments:**

- 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of these rights in respect thereof.
- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

**92 Payment of contractor's bill:**

- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

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

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

### **93 Receipt for payment:**

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

### **94 Completion certificate:**

#### **94.1 APPLICATION FOR COMPLETION CERTIFICATE:**


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

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

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

#### **94.2 COMPLETION CERTIFICATE:**

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**94.3 COMPLETION CERTIFICATE DOCUMENTS:**

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


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

**95 Final decision and final certificate:**

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

**96 Certificate and payments on evidence of completion:**

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**97 Deductions from the contract price:**

- 97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

**SECTION-VII Taxes and Insurance**

**98 Taxes, Duties, Octroi / LBT etc:**


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

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

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

**99 Goods & Service tax/turnover tax:**

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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 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 later's employees if such employees are not covered under the CONTRACTOR's Insurance.



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- iii) ACCIDENT OR INJURY TO WORKMEN:  
The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.
- iv) TRANSIT INSURANCE  
In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.
- v) COMPREHENSIVE AUTOMOBILE INSURANCE  
This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employer ship of such vehicles.
- vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE
- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
  - b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
  - c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to other 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.


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:  
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

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

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




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## SECTION-VIII Labour Laws

### 103 Labour laws:

- 103.1
- i) No labour 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 labourers engaged by him on the WORK.
  - iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
  - iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
  - v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
  - vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
  - 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

#### **104 Implementation of apprentices 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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

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

#### **106 Health and sanitary arrangements for workers:**

- 106.1 In respect of all 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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Pune in Maharashtra, India.

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

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

**108 Jurisdiction:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at **Pune, MAHARASHTRA STATE** 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 labour, 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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 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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNG's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNG.</b>  <b>BID NO. MNG/CP/2022-23/14</b>
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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
- 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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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 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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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

#### **117 Care in handling inflammable gas:**

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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**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 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 labour 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 endeavours to prevent any riotous or unlawful behaviour 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

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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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, 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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**Annexure-I to GCC**

**PROFORMA FOR CONTRACT AGREEMENT**

SO No.

dated -----


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

**WHEREAS**

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

**AND WHEREAS**

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNG/CP/2022-23/14</b></p>
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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS: -

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


A N D

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

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

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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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 LIMITED

(NAME OF THE CONTRACTOR)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**


1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
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 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**Annexure-II to GCC**

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER**

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


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

**AND WHEREAS**

- i) MNGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by MNGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by MNGL to the CONTRACTOR, MNGL has required the CONTRACTOR to furnish to MNGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.  
 NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified MNGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to MNGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to MNGL forthwith on demand in writing without protest or demur the value as specified by MNGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with MNGL 'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

AND THE CONTRACTOR hereby agrees with MNGL that:



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of MNGL arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to MNGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of MNGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of MNGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by MNGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by MNGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to MNGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.


The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated\_\_\_\_\_.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## **PART – D**

### **1.0 SPECIAL CONDITIONS OF CONTRACT COMMERCIAL**

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


##### **1.1 Labour**

- 1.1.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 1.1.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours.
- 1.1.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his subcontractor/ s, his/their servants, agents or employees.
- 1.1.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his subcontractor/s, his/their servants, agents or employees.
- 1.1.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.
- 1.1.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with any carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary
- 1.1.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- 1.1.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and by laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and the Central Government or local authority, including Indian Workmen's Compensation Act., Contract labour (Regulation and Abolition) Act., 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund act, etc., and sanitary arrangement for the said Act. Health and sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, by laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/ Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

- 1.1.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Work Department as fair wages for New Delhi Region payable to the different categories of labours or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 1.1.10 The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labours indirectly engaged by Sub-Contractors in connection with the said works as if the labour had been directly employed by him.
- 1.1.11 The contractor shall, before he commences the work, display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Owner/Engineer-in-Charge.
- 1.1.12 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by Central or State Government.
- 1.1.13 The Contractor shall provide a wage slip for each worker employed on the works.
- 1.1.14 The wage records and wage slips shall be preserved by the Contractor for minimum period of 12 months after the last entry or such time as the Owner/Engineer-in-Charge may fix in that behalf.
- 1.1.15 The Contractor shall allow inspection of the aforesaid wage records and wage slip to the Owner/Engineer-in-Charge at a convenient time and place after notice is received by him from the Owner/Engineer-in-Charge demanding such inspection.
- 1.1.16 The Owner/Engineer-in-Charge or any other person authorized by him on his behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair wages Clauses. The Owner/Engineer-in-Charge shall also have the power to investigate into any complaint regarding any default made by the Contractor or his sub-Contractor in regard to such provision.
- 1.1.17 The Owner/Engineer-in-Charge shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonpayment of fair wage, except any deductions that may be permissible under any law for the time being in force.
- 1.2 **Labour Law**
  - 1.2.1 Under the provisions of Employees Provident Funds and Misc. Provision Act-1952, every employee is entitled to and required to become a member of the PF from the beginning of the month following that in which he completes three months continuous service or has

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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actually worked for not less than 80 days during the period of three months or less whichever is earlier.

The Contractor is to fulfill statutory obligations regarding Employees Provident Fund

### **1.3 Labour License**

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

### **1.4 Labour Relations**

- 1.4.1 In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.
- 1.4.2 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.

### **1.5 Employment of Local Labour**

- 1.5.1 The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work.
- 1.5.2 The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

### **1.6 Access to Site**


The Contractor shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass/for materials etc., as may be required to carry out the works at site from the Owner/Engineer-in-Charge and shall follow the rules and regulations of CISF/Owner/Engineer-in-Charge which may be enforced from time to time for entry or exit.

### **1.7 Contractor's Labourers to Leave Site on Completion of the Work**


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

### **1.8 Site Cleaning**

- 1.8.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 1.8.2 If the work involves dismantling any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original at the Contractors cost and risk to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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- 1.8.3 The Contractor shall be custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 1.8.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area within the site premises as decided by the Engineer-in-Charge.
- 1.8.5 The Contractor shall sort out, clear and stack the serviceable material obtained from dismantling at places as directed by the Engineer-in-Charge.
- 1.8.6 No extra payment shall be paid on this account.
- 1.9 Fuel Requirement of Workers**
- 1.9.1 Contractor shall be responsible to arrange at his own cost for the fuel requirement of his workers and staff. Cutting of trees etc. shall not be permitted for this purpose.
- 1.10 Protection of Existing Facilities**
- 1.10.1 Contractor shall obtain plans and full details of all existing and planned underground services from the relevant Department of Owner and shall follow these plans closely at all times during the performance of work. Contractor shall be responsible for location and protection of all underground lines and structures at his own cost.
- 1.10.2 Despite all precautions, should any damage to any structure/ utility etc. occur, the Owner/ Authority concerned shall be contacted by the Contractor and repair shall forthwith be carried out by Contractor at his expenses under the direction and to the satisfaction of Engineer-in-charge and the concerned Owner/ authority.
- 1.10.3 The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 1.10.4 Contractor shall obtain all safety clearance (viz. Excavation, Hot/ Cold work permit) from the Owner prior to start of work. Work without safety permit shall not be carried out.
- 1.10.5 Contractor shall in consultation with Owner and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline alignment. Contractor shall take adequate protective measures to prevent damage to these facilities during construction. Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and Contractor shall not be entitled to claim any extra at a later stage.
- 1.11 Fronts for Work; Where Other Agencies are involved**
- The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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It is to be noted that other contractors will be working during the currency of this Contract. The Contractor shall co-ordinate with such other contractor(s) and ensures that the work of other contractor(s) is not effected, The Engineer-in-Charge will decide the priority and the same shall be binding without any cost and time effect.

## **1.12 Payment of Wages**

1.12.1 The Contractor shall ensure payment of wages to all workmen employed, by him or sub-contractor or by any other agency on his behalf in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wages standards, period and provisions (including the provision of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages Act, the Contract Labour (Regulation & Abolition) Act-1970 and rules framed there under, the Minimum Wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following:

### **1.12.1.1 Weekly off with Wages**

The labour must be given weekly off with wages as admissible.

### **1.12.1.2 National Holidays**

Three National Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) must be granted to all the workers with wages.

### **1.12.1.3 Payment of Overtime Wages**

Labour governed under the provision of Factories Act- 1948 (working inside the battery areas) shall be paid overtime wages at double the normal rate of wages for working beyond 08 (Eight) hours in a day and 48 hours in a week.

Labour in general should not be engaged for duty for more than 08 hours in a day except in case of exigencies of work. If they are engaged for performing duty for more than 08 hours they should be paid overtime wages at the rates applicable.

## **1.13 Site Facilities**


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

- (i) Arrangement for First Aid.
- (ii) Arrangement for clean & potable drinking water.
- (iii) Toilet
- (iv) Canteen where tea & snacks are available
- (v) A creche where 10 or more women workers are having children below the age of 6 years
- (vi) Any other facility/utility as may be required under the Contract.

## **2.0 Rounding off**

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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### 3.0 **Computerized Contractors Billing System**

Without prejudice to stipulation in General Condition of Contract, Contractor should follow following billing system.

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

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

### 4.0 **Leads**

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

### 5.0 **Insurance for Personal injuries**

The Contractor shall at his own costs and expenses obtain and shall cause any sub-Contractor to obtain such insurances as may be necessary' to cover the liability of the Contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Owner/Engineer-in-Charge.

### 6.0 **Strike/Lock out by Contractor's Employees**

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

### 7.0 **Make of Materials**

7.1 All equipment and materials to be supplied under this contract shall be from approved vendors as indicated in enclosed Appendix-I to Particular Job Specification.

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


### 8.0 **Preamble to Schedule of Rates**

Preamble to schedule of rates attached with SOR is only indicative & shall not be the basis for any extra item at a later date.

### 9.0 **SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/ PUBLIC SECTOR UNDERTAKINGS AND PUBLIC SECTOR UNDERTAKINGS**

In the event of any disputes or differences between the Contractor and the Owner, if the Contractor is a Government department, a Government company or an undertaking in the public sector, then such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government, If



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No.55/3/1/75-CF dated 19th December, 1975 issued by the Cabinet Secretariat (Deptt. of Cabinet Affairs) as modified from time to time. The Arbitration Conciliation Act 1996 shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

## 10.0 CONTRACT DOCUMENT

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


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

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

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

## 11.0 DEFINITIONS

- 11.1 "Bid" means the offer (unpriced as well as priced) submitted by a Bidder in response to the Invitation to Bid.
- 11.2 "Bidding Document" also referred to as Tender Document means the document issued to a prospective bidder to enable him to submit his Bid. This shall include all documents as per the Master Index.
- 11.3 "Addendum/Amendment" means a document issued to Bidders which incorporates changes/corrections/additions to the Bidding Document. This shall form part of Bidding Document.
- 11.4 "OWNER", "Client", 'Company' or "MNGL" appearing anywhere in this Bidding Document shall mean the Maharashtra Natural Gas Limited, having its registered office at Plot No. 27, A-Block, Narveer Tanajiwadi P. M. T. Bus Depot Commercial Bldg. 1<sup>st</sup> Floor, Shivaji Nagar, Pune – 411005 (Ph # 020-25611000, Fax No. 020-25511522) and includes its successors and assigns.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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11.5 "Bidder / Tenderer" shall mean any company, firm or body who submit the bid consequent upon issue of Bidding Document.

## 12.0 CONSTRUCTION WATER & POWER SUPPLY

### 12.1 Construction Power

Clause No. 2.4 of GCC stand modified to the following extent only:

Construction power shall not be provided by Owner. Contractor shall make his own arrangement at his cost for Construction Power and quoted prices shall be deemed to have been included the same.

Contractor shall arrange power required for construction for the Project on behalf of the Owner. All associated activities for obtaining necessary approvals and sanctions from local authorities for construction power shall be coordinated by the Contractor, the cost of which shall be deemed to be included in the quoted rates under various items of work of the "Schedule of Rates" and nothing extra shall be paid on this account. The renewal of the construction power connection at regular intervals shall also be the responsibility of the Contractor. All installations/ fixtures and fittings/fittings/cabling for construction power shall be the responsibility of the Contractor without any additional cost to the Owner.

### 12.2 Construction Water

Clause No. 2.3 of GCC stand modified to the following extent only:

Construction water will not be supplied by Owner, Contractor shall make his own arrangement at his own cost for water required for construction work as well as drinking purposes required by labour force at site and the quoted prices shall be deemed to have been included the same. The Contractor shall get approval from the Owner/Engineer-in-Charge regarding suitability of water for construction purposes.

## 13.0 LAND FOR SITE OFFICE

13.1 Clause No. 2.5 of General Conditions of Contract is modified to the following extent: Land for Contractor's site office, godown, workshop, fabrication yard or labour colony etc. shall not be provided by owner. Contractor shall make his own arrangement for any and all land required by him for the execution of the works and the quoted prices shall be deemed to have been included the same.


## 14.0 ADDITION TO GCC:

i) Clause no. 60.2 (e) of GCC has been extended to the following extent:  
In case of range of variation up to inclusive of range of +50% & -25% 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:

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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- a) Based on rate of machine and labour 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 labour plus 15% to cover contractor's 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.
- 15.0 **THIS BEING "NO DEVIATION" TENDER, NO DEVIATIONS/ STIPULATIONS SHALL BE ENTERTAINED. OFFERS CONTAINING ANY DEVIATIONS SHALL BE LIABLE FOR REJECTION.**
- 16.0 **BONUS CLAUSE**  
Not Applicable for this tender.
- 17.0 **EXTENDED STAY COMPENSATION**  
Not Applicable

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**VOLUME-II OF II**

**C O N T E N T**

<b>Sl. No.</b>	<b>Description</b>
<b>PART – E</b>	<b>SCOPE OF WORK</b>
<b>PART – F</b>	<b>SCHEDULE OF RATES (SOR)</b>

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## PART - E

### SCOPE OF WORK

#### **1 Project Background**

Maharashtra Natural Gas Limited (MNGL) is a joint venture Company of two navratna PSUs viz. Bharat Petroleum Corporation Limited (BPCL) and GAIL (India) Limited, (GAIL) with the mission to supply clean and green (eco-friendly) fuel. MNGL has been supplying natural gas to domestic, commercial and Industrial consumers in Pune, Nashik-Dhule, Sindhudurg and Ramanagara Geographical Areas (GAs).


Currently MNGL is supplying high pressure Natural Gas to both PNG and CNG customers in authorized GAs. In this regards Gas pipelines are being laid across the GA area. To monitor and manage the Natural Gas pipeline assets, GIS based assets management system has already in operation. To enrich the GIS system a detailed field survey using DGPS based GIS Survey and mapping activities shall be conducted to capture and compile the both existing and future steel/MDPE pipeline including of all the CGD assets in GIS database system.

#### **2 Objective of Project**

The objectives of this project are to carryout DGPS/GIS based Survey and mapping of MNGL pipeline network assets in Pune GA for the purpose of strengthening its core operational activities and more effectively managing asset facilities and maintained data. To improve the pipeline database accuracy, it has been proposed to conduct the DGPS Survey along with pipeline digging activities for capturing high precision ground coordinate for pipeline and its assets. Bidder should deploy the Survey team with DGPS survey & induction utility detector as per the MNGL EIC instruction.

The major objectives of the project are as follows:

- a) Mapping of PNGRB authorised GA maps through Geo-referencing using DGPS Ground control Point.
- b) Survey and Mapping of Existing & Future Steel Pipeline using DGPS / GIS based induction Utility detection survey techniques.
- c) Survey and Mapping of MDPE Pipeline Network and its assets through trail pits and DGPS Survey.
- d) Compilation GIS base maps layers and Gas Pipeline Asset features in to Geo-Database

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### **3 SCOPE OF WORK (SoW)**

Scope of work of this project shall include but shall not be limited to the following. The work described herein shall be carried for the pipeline asset as per applicable technical specifications enclosed along with the tender documents.

#### **COLLECTION OF VARIOUS SECONDARY DATA/DRAWINGS/MAPS**


Bidder shall collect the following secondary data from respective client/authorities/stockholder.

1. Collection of PNGRB authorized GA & CA Maps from respective GA office.
2. Collection of existing geo-referenced satellite imagery /GIS base maps / land base database from the concerned EIC / AIC.
3. Development plans/Master Plan/CDP showing proposed land use zoning, transport network should be collected from concerned authorities.
4. Available Administrative boundaries of Block/Municipality/Tahsil/Village jurisdiction boundary should be collected from respective authorities/Municipal Corporation.
5. Proposed Network plan for PNG and CNG assets should be collected by the bidder.
6. Maps/ Engineering drawings of utilities like water supply, sewerage, storm water drainage, Power Supply (Over ground and underground) and OFC cable from Municipal department.
7. Existing Pipeline maps, As Built drawing, Pipe book, proposed plan for Steel and MDPE Pipeline and CNG pump station should be collected from concern engineer in Charge, MNGL
8. Collection of population density data along the entire route of the proposed pipeline route as per specification enclosed with the tender document.
9. Soil maps containing soil type, soil quality and other environment data from the concern department

#### **DATA VALIDATION AND GAP ANALYSIS**

Bidder shall be fully responsible for collection of above-mentioned data. Bidder should conduct QA, QC and quantity check, source, reliability of the collected data. Any abnormality noticed in collected data, Bidder should correct the same at their own risk and cost.




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### **3.1 DGPS SURVEY & MAPPING OF MNGL GA & CA BOUNDARIES OF THROUGH GEO-REFERENCING TECHNIQUES BY SUPPLEMENTING DGPS GROUND CONTROL POINTS.**

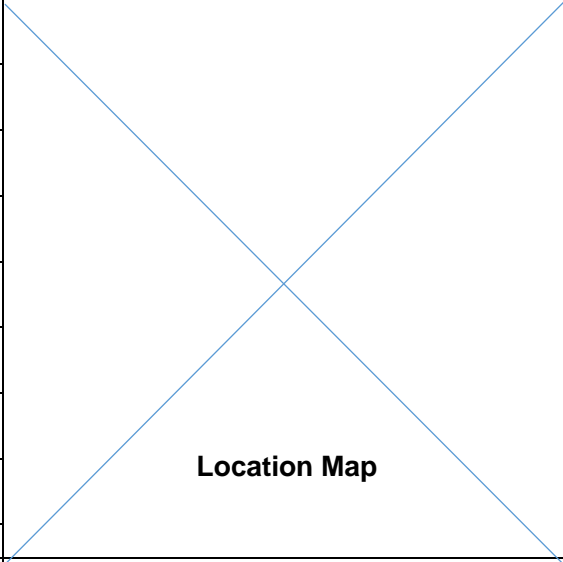
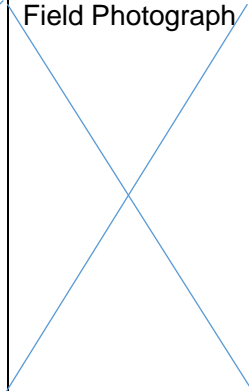
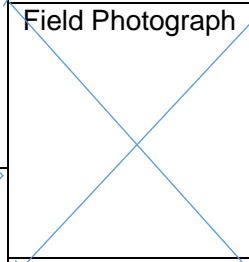
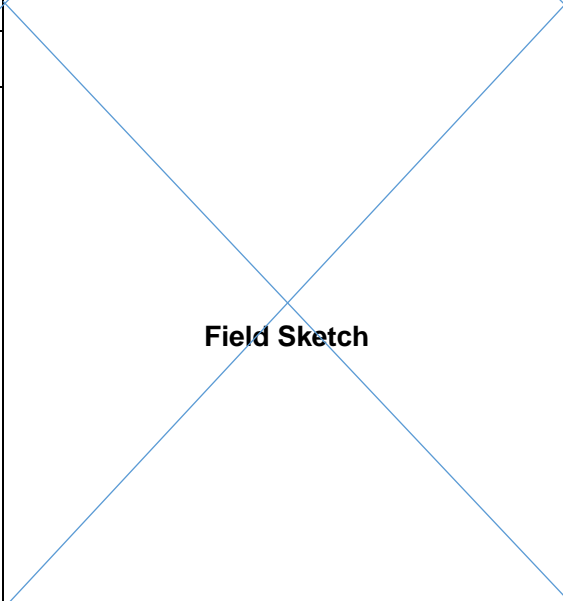
#### **3.1.1 DGPS SURVEY FOR COLLECTION OF GROUND CONTROL POINTS (GCPs)**


1. Bidder should carry out DGPS survey using fast static methods to collect Ground Control Points (GCPs). GCPs are surveyed on the common sharp feature on the ground and Raw satellite image scenes.
2. Bidder should collect adequate number GCP. Minimum 1 point per each 5 Sq.km uniformly on the AOI.
3. Bidder should design GRID of 5 KmX5 Km for planning GCPs point. GCPs should plan over the GRIDS / GA Maps and the same shall be submitted to MNGL for the approval before starting control Survey.
4. Suitable locations like Road intersections, Road-River intersection etc. from GA maps should be selected for Control point survey.
5. Base Stations must be planned over permanent features with good sky visibility down to 10 degrees from the horizon to make uninterrupted observation. Bidder should ensure that there should not be any tower, TV towers, high voltage transmission power lines, trees, buildings, sign boards, chain link fences etc. near vicinity of the proposed Base Station location.
6. The control survey shall be carried out with minimum two Geodetic GPS receivers. One of the receivers will be stationed at the base station to make the continuous observation for 8 to 12 hours. The second or Third or Fourth receiver will be kept observing satellites for minimum 30 minutes to 45 minutes on ground subject to following terms and condition.
  - Minimum observation period shall be 30 minutes to 45 minutes for 1-10 km baseline length.
  - Minimum observation period shall be minimum 1 to 1.30 hours for more than 10 km and less than 20 km baseline length.
7. Bidder should maintain a details survey logbook for every GCPs and Base points. As per the following table
8. Bidder shall use known control points established by SOI/NRSA for post processing of Ground controls. In case the known points are not available, the field observation data should be post-processed using nearest IGS Station coordinate.
9. Post Processing shall include baseline processing and network adjustment. Network adjustment map and loop closure analysis results shall be submitted in the Survey report along with the GCP coordinates.
10. Bidder should maintain adequate sets of DGPS machines of higher accuracy to complete the MNGL GIS project in stipulated time frame. All consumables for printing, storing, and

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creation of backup data CD's/DVDs and alternate consumables of backing up of data to be supplied by the bidder.

### Field Logbooks for GCP Survey

GCPS ID			Field Photograph
Date /Time			
Prjection			
Longitude			
Latitude			
GA Name			
CA Name			
GRID No.			
Surveyor			
Antenna Height			
Tracking Period			
N. of Satellite Tracked			


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### **3.1.2 GEO-REFERENCING & MAPPING OF MNGL GA MAPS BY USING DGPS CONTROL POINTS**

1. PNGRB authorized Geographical Area (GA) Maps are subject to georeferencing using adequate number of Ground Control Points (GCP). Bidder shall rectify horizontal and vertical distortion of the GA maps within 1-pixel limit by computing RMSE using suitable transformation model preferably 2nd order polynomial.
2. Bidder may also use PNGRB Map coordinates wherever GCPs could be identified.
3. All the GAs are coming under the Universal Transverse Mercator (UTM), Spheroid WGS 1984 43 Zone. Hence the same should adopted during georeferencing.
4. After computation of RMSE the digital number value should be corrected through Re-sampling process. The Nearest Neighborhood Model should be used to resample the imagery. The maximum RMS error while doing the geo referencing should not exceed 1 pixel.
5. Bidder should geo-reference GA Maps using industry standard GIS/Image Processing software. Necessary image processing techniques must be used to ensure color balancing, histogram equalization in the map.
6. GA and CA boundaries should be digitized from the georeferenced GA maps using GIS software. Bidder should maintain positional accuracy for both GA and CA boundaries while digitizing process.
7. Bidder should deploy highly experienced GIS / Remote Sensing / GIS engineer to carry out Survey and Geo-referencing activities.
8. Bidder must submit Geo-referencing report showing GA boundaries with post processed information like metadata, GA, CA areas in Sq.Km, Coordinate Reference System (CRS).
9. Bidder shall submit DGPS Survey Report including control survey parameters and Image Georeferencing accuracy after Georeferencing activities.
10. Bidder should submit geo-referenced GA maps in image format and GA and CA boundary in AutoCAD, Geo-Database (Polygon) as per MNGL data model.

### **3.1.3 Quality Control and Assurance**

Additional (10%) Control Points shall be randomly selected to cross check the GCPs procession and same should be overlaid over the geo-referenced GA maps to check the positional accuracy. Both GCPs and maps will be accepted after the quality verification process. MNGL may conduct DGPS survey for checking of accuracy of GCP and Geo-Referenced maps.

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### **SURVEY & MAPPING OF STEEL/MDPE PIPELINE SURVEY AND MAPPING USING DGPS BASED INDUCTION UTILITY DETECTION SURVEY**

Pipeline laying activities gets carried out as per the MNGL business requirement. In this process some stretch of pipeline has already been laid which referred as existing P/L and other is Upcoming P/L which are to be laid as per business schedule. Hence, Pipeline should be Surveyed and Mapped in two difference scope of work (SoW).

#### **3.2 STEEL PIPELINE SURVEY AND MAPPING USING DGPS BASED INDUCTION UTILITY DETECTION SURVEY – FOR EXISTING P/L AS PER MNGL SCOPE OF WORK.**


Bidder should carry out field survey using DGPS based Induction Utility detection survey for detection and mapping of steel pipeline network assets. Bidder shall demarcate the underground pipeline with GPS coordinate at 10-meter interval. Bidder must ensure the GPS accuracy meet the GIS base map standard. The scope of activities to be carried out is as follows.

1. Detection of MNGL steel pipeline shall be done using low frequency, high power (with maximum constant current output of 4 Amp) Induction Utility PIPELINE Locators (with integrated GPS) for the depth of the pipeline. This shall be digitized on the map with referenced Geo co-ordinates as per the exact position, depth and turning points like Elbow/Tee (curving) of the pipeline.
2. DGPS Co-ordinate & depth shall be taken at every 10-15 meters' interval of pipeline segment and shall meet accuracy as per the Data acceptance criteria. This shall be cross checked by MNGL team / deputed quality consultant segment wise through digging / verifying for min 25% of the pipeline length as per MNGL. If any accuracy issue, then the bidder has to Re-survey the entire segment without any cost implication to MNGL within time frame.
3. Pipeline position & depth shall also be taken at every turning point, junctions, and at Crossings irrespective of interval as per MNGL instructions. These shall also be taken for Abandoned / dead pipelines.
4. Bidder should carries Hard Copy maps/Drawings prepared out of digital Land base showing permanent features, like building, compound wall, Bridges/culvert/, Nalla, River etc.
5. The vendor shall demarcate the positions of the pipeline on field during detection survey with precise offsets on hard copy maps. Surveyed Maps/Drawings should be submitted to MNGL for data verification.
6. The supply, carrying, use and maintenance of devices / equipment shall be in a vendor Scope.
7. Vendor shall attach detailed specifications and **calibration** (not older than 1 year) of proposed device / equipment to meet the depth accuracy criteria. Further these devices

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shall be used during the contract and use of alternative devices will not be preferred without consideration of MNGL.

8. The bidder Should have facility for utility detection with adequate number of Induction utility locators (shall share device specification details with resource profiles).
9. Pipeline marker shall be surveyed along with steel line survey using DGPS with their required attribute information.
10. Bidder should survey all the Gas valves like Sectioned Valves, Isolation Valves, Tap off and Isolation Joints using DGPS Survey.
11. Gas Station including Mother Station and DRS shall be captured using DGPS Survey.
12. Bidder should capture DGPS points for every corner point of the station boundary
13. Compressor and Gas Filter shall also be surveyed using DGPS machine to provide higher ground accuracy
14. Proper connectivity shall be provided between Steel Pipeline and CGD assets (Valves, DRS, Compressor, Dispenser etc.)
15. Contractor shall deploy a minimum of 04 teams consisting of DGPS and Induction Utility detectors for Steel pipeline survey. Contractor shall submit the details of the equipment to be deployed for the work along with bid document.
16. Bidder should submit the copy of wireless license if required. Permission for survey in the restricted area shall be the responsibility of the bidder and requirement of any other statutory license is in bidder's scope.
17. All consumables for printing, storing, and creation of backup data CD's/DVDs and alternate consumables of backing up of data to be supplied by the bidder.
18. Bidder should map the steel pipeline by using Surveyed data and Pipe book. All the Steel line fittings like Elbow, flange, valves, joints etc. should also be updated in to the Geodatabase.
19. Bidder should update the pipeline data in GIS database and Prepare GIS based drawings showing chainage and asset location. Bidder should adopt MNGL's standard symbology for preparation of drawing.
20. MNGL shall conduct the ground survey with referenced to Survey sheets and GIS drawing submitted by bidder for ground verification.

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### 3.2.1 Quality Control and Assurance

Pipeline first checked on the geo-referenced Satellite imagery and GIS Base Map by overlying process. Each Valves like SV, IV and Tap off should also be checked with their nearby landmark by manual measurement. Then Pipeline should be cross checked by trail pits at minimum 10 locations in every 1 km of pipeline length wherever required. It is contractors' scope to take all the necessary permission and arranging manpower for digging trail pits for quality controlling of Steel Pipeline and its assets.

### 3.3 SURVEY & MAPPING OF PIPELINE & ITS ASSETS USING DGPS SURVEY METHODS AT THE TIME OF LAYING – FOR UPCOMING STEEL P/L AS PER MNGL SCOPE OF WORK.

In order to pump of PNG and CNG customer gas supplied through Steel pipeline with high pressure. Since Gas flows at high pressure, it is very much essential to aware about the millimeter accuracy of Pipeline asset's location. Hence, MNGL proposed to conduct the DGPS based survey and mapping of Steel Pipeline at the time of laying activities with following scope of work.

1. Survey bidder should deploy DGPS survey team along with DGPS Machines on site as per instruction received from MNGL EIC for capturing DGPS coordinate along with the pipeline digging activity. MNGL will intimate the survey contractor with laying schedule and Proposed pipeline stretch in form of KML format.
2. Bidder should have adequate number of DGPS machines (Minimum 3 numbers) to capture the ground coordinates & depth of pipeline and assets.
3. Since the survey should be conducted at the time of pipeline laying, Bidder should ensure survey team availability with DGPS machines at the site to capture the Coordinates, Depth and Photographs.
4. Bidder should maintain survey logbooks during the survey and also prepare the sketch drawing for pipeline surveyed.
5. DGPS Co-ordinate & depth shall be taken at every 10-15 meters' interval of pipeline segment and shall meet accuracy as per the Data acceptance criteria. If any accuracy issue, then the bidder has to Re-survey the entire segment without any cost implication to MNGL within time frame.
6. Pipeline position & depth shall also be taken at every turning point, junctions, and at Crossings irrespective of interval as per MNGL instructions. These shall also be taken for Abandoned / dead pipelines.
7. Bidder should carries Hard Copy maps/Drawings prepared out of digital Land base showing permanent features, like building, compound wall, Bridges/culvert/, Nalla, River etc.
8. The vendor shall demarcate the positions of the pipeline on field during detection survey with precise offsets on hard copy maps. Surveyed Maps/Drawings should be submitted to MNGL for data verification.
9. The supply, carrying, use and maintenance of devices / equipment shall be in a vendor Scope.

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10. Pipeline marker shall be surveyed along with steel line survey using DGPS with their required attribute information.
11. Bidder should survey all the Gas valves like Sectioned Valves, Isolation Valves, tap off and Isolation Joints using DGPS Survey.
12. Gas Station including Mother Station and DRS shall be captured using DGPS Survey.
13. Bidder should capture station boundary corner using DGPS survey with location photographs.
14. Compressor and Gas Filter shall also be surveyed using DGPS machine to provide higher ground accuracy.
15. Proper connectivity shall be provided between Steel Pipeline and CGD assets (Valves, DRS, Compressor, Dispenser etc.)
16. Contractor shall deploy a minimum of adequate number of experienced survey professional along with survey assistances for Steel pipeline survey. Contractor should submit the details of the equipment to be deployed for the work along with bid document.
17. Bidder should prepare as-built drawing using DGPS coordinates as per the MNGL Drawing template. Drawing should be prepared as per the MNGL drawing templates. showing Legend, BOM, Key maps etc. Bidder should submit the drawing in form of AutoCAD, A0 size maps, PDF.
18. All consumables for printing, storing, and creation of backup data CD's/DVDs and alternate consumables of backing up of data to be supplied by the bidder.
19. Bidder should map the steel pipeline by using Surveyed data and Pipe book. All the Steel line fittings like Elbow, flange, valves, joints etc. should also be updated in to the Geodatabase.
20. Bidder should update the pipeline data in GIS database and Prepare GIS based drawings showing chainage and asset location. Bidder should adopt MNGL's standard symbology for preparation of drawing.

MNGL shall conduct the ground survey with referenced to Survey sheets and GIS drawing submitted by bidder for ground verification.


### **3.3.1 Quality Control and Assurance**

Pipeline first checked on the geo-referenced Satellite imagery and GIS Base Map by overlying process. Each Valves like SV, IV and Tap off should also be checked with their nearby landmark by manual measurement. Then Pipeline should be cross checked by trail pits approx. 10 locations in every 1 km of pipeline length. It is contractors' scope to take all the necessary permission and arranging manpower for digging trail pits for quality controlling of Steel Pipeline and its assets.

### **3.4 DGPS SURVEY AND MAPPING OF MDPE PIPELINE – FOR EXISTING MDPE P/L AS PER MNGL SCOPE OF WORK.**

1. MDPE pipeline network should be digitized on the satellite imagery with depth and pipeline assets like Elbow/Tee, coupler, saddle, Tee of the pipeline with the help of as built drawing & physical survey.
2. Location of gas features should be mapped over the gis base map maintaining higher accuracy.




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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3. In case As-Built drawings are not available, Bidder should conduct DGPS survey along the MDPE pipeline to capture the DGPS points of the pipeline, valves, Route Marker, TLP etc.
4. **Bidder shall survey the MDPE Network, Valves and other assets using DGPS survey methods. To improve the accuracy bidder should take trail pits at every 100 meters on the MDPE Pipeline & assets for capturing DGPS points.**
5. **Bidder should also capture the DGPS points of adjacent structure like compound wall, Culvert, Bridges etc. The same should be mapped w.r.t Trail pits location as offset.**
6. Bidder should run quality check in the entire asset data sets and ensure network connectivity between the assets and network.
7. Route markers shall be surveyed and updated in to the asset's dataset with their required attribute model.
8. Topology must run in the asset dataset to avoid geometric anomalies like under shoot, overshoots, pseudo nodes, dangle, overlapping, duplicates, broken line, invalid objects.
9. Data to be verified randomly by taking pits for depth of P/L. MNGL engineers shall ensure the correctness through field inspection.
10. Bidder should create Geometric Network in the Asset Data base with connectivity rules to ensure the determinate flow direction with respect to Source (Gas Station/DRS) and Sink (SR/TF)
11. It is bidder's responsibility to integrate asset information with attribute table as per MNGL data model
12. Bidder should align MDPE Network with its assets w.r.t As Built drawings through on screen digitation process.
13. Bidder should match the dimension, offset, chainage, asset location and measurement as per the As-Built drawings with a accuracy of 0.1 meter from the location mentioned in the drawings
14. Bidder should submit the MDPE network dataset in the form of Geo- Data base as per the MNGL Data Model.
15. MNGL may conduct on ground joint inspection for verification of MDPE and its assets. In case missing feature Bidder should correct the data at its own cost and re-submit to MNGL.


#### **3.4.1 Quality Control and Assurance**

Pipeline first checked on the geo-referenced Satellite imagery and GIS Base Map by overlying process. Each Valves like SOV, SR, DRS etc. should also be checked with their nearby landmark by manual measurement. Then MDPE Pipeline should be cross checked by trail pits at minimum 15 locations in every 1 km of pipeline length wherever required. It is contractors' scope to take all the necessary permission and arranging manpower for digging trail pits for quality controlling of MDPE Pipeline and its assets.

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### **3.5 DGPS SURVEY AND MAPPING OF MDPE PIPELINE- FOR UPCOMING MDPE P/L AS PER MNGL SCOPE OF WORK.**

1. MDPE pipeline laying is a regular activity that carry out phase wise manner as per the MNGL business requirement. So, the MDPE pipeline laid should be immediately surveyed and mapped into GIS database at the time of laying using DGPS based field survey.
2. Bidder should deploy the Surveyor with DGPS machines on site to conduct DGPS survey to capture the ground coordinates of MDPE Pipeline and its assets at the time of laying.
3. Bidder must capture Coordinates at 10-meter interval distance. Bidder may decrease the interval of capturing coordinates to ensure the accurate mapping of pipeline.
4. All the Fitting must be captured using DGPS survey with their attribute's information as per the MNGL Data model.
5. Bidder should maintain survey log sheet capturing the attributes information. Survey log sheet should be prepared and approved by MNGL before the field survey.
6. MDPE pipeline network should be digitized on the satellite imagery with depth and pipeline assets like Elbow/Tee, coupler, saddle, Tee of the pipeline with the help of as built drawing & physical survey.
7. Location of gas features should be mapped over the GIS base map maintaining higher accuracy.
8. Bidder shall survey the MDPE Network and SOVs using DGPS Survey methodologies. Survey Report should be prepared for all the SOV with field photographs.
9. Bidder should also survey the DRS, DCS, Service Regulator etc. using DGPS Survey methodologies. Survey Report should be prepared for all MNGL facilities with field photographs.
10. Bidder should be ensuring proper connectivity between steel and MDPE with respect to their Junction assets.
11. In case As-Built drawings are not available, Bidder should conduct route survey along the MDPE network.
12. Bidder should run quality check in the entire asset data sets and ensure network connectivity between the assets and network.
13. Route markers shall be surveyed and updated in to the assets dataset with their required attribute model.
14. Topology must run in the asset dataset to avoid geometric anomalies like under shoot, overshoots, pseudo nodes, dangle, overlapping, duplicates, broken line, invalid objects.
15. Data to be verified randomly by taking pits for depth of P/L. MNGL engineers shall ensure the correctness through field inspection.

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16. Bidder should create Geometric Network or alternate Datasets in the Asset Data base with connectivity rules to ensure the logical flow direction with respect to Source (Gas Station, DRS, SOV etc.).
17. It is bidder's responsibility to integrate asset information with attribute table as per MNGL data model.
18. Bidder should match the dimension, offset, chainage, asset location and measurement as per the As-Built drawings with a accuracy of 0.1 meter from the location mentioned in the drawings
19. Bidder should submit the MDPE network dataset in the form of Geo- Data base.
20. MNGL may conduct on ground joint inspection for verification of MDPE and its assets. In case missing feature Bidder should correct the data at its own cost and re-submit to MNGL.


### **3.5.1 Quality Control and Assurance**

Pipeline first checked on the geo-referenced Satellite imagery and GIS Base Map by overlying process. Each Valves like SOV, SR, DRS etc. should also be checked with their nearby landmark by manual measurement. Then MDPE Pipeline should be cross checked by trail pits approx. 10 locations in every 1 km of pipeline length. It is contractors' scope to take all the necessary permission and arranging manpower for digging trail pits for quality controlling of MDPE Pipeline and its assets.

### **3.6 COMPILATION OF GEODATABASE BY INTEGRATING GIS BASE MAPS LAYERS AND GAS PIPELINE ASSET LAYERS**

All the Survey and mapping datasets should be compiled into Geodatabase as they get prepare from different sources. GIS layers will be updated with their positional accuracy and attribute authenticity with respect to their Coordinate System. Bidder shall deploy well experienced qualified engineers for GIS integration process. Since the most the features including Pipeline will be surveyed using DGPS methods, it is bidders responsibility to ensure the location accuracy of each feature object with respect their spatial position on the Satellite imagery. Bidder shall integrate information of Utilities such as streetlight, Water supply line, Sewage network. Wastewater and Storm Water Drainage etc. with base map. Bidder shall also be responsible to update the GIS attribute information as per the data model mentioned in Appendix III. The following activities shall be carried by selected bidder:

1. All the data of Georeferenced Satellite imagery, Steel & MDPE pipeline network assets and Land base layers should be uploaded into the GIS database by the bidder as per MNGL data model specifications.
2. Data migration shall be done in MNGL premises only and MNGL can provide space, Power supply & network connectivity. Necessary Hardware / software is in vendor scope
3. Data migration shall be done as per MNGL recommended w.r.t availability of GIS software tools / modules in complying system business rules.
4. Bidder should ensure all new surveyed features Updation into the Geo Database / GIS base map.


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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5. Bidder should update secondary data on the Geo Data base and Base Maps. Edge matching and rubber shifting should be done if it requires at the time of Updation.
6. Data mapping will meet system-built business rules, data specifications in all respects for the following.
  - a. Structural level mapping
  - b. Attribute mapping
  - c. Co-ordinate mapping
  - d. Logical level mapping
  - e. Application-level mapping
  - f. Data integrity etc.
7. The vendor shall have an experienced team of ESRI software professionals for implementing data migration tools and data check activities (resource profiles shall be attached for MNGL review)
8. To define all the feature elements involved in Gas network distribution. Vendor shall provide detailed procedures of migration activities & shall meet MNGL's quality constraints.
9. Bidder should ensure 100% connectivity between Pipeline (Both Steel and MDPE) and Assets such as CGS, DRS, CNG Stations, Valve, SR, TF etc. through Geometric Network Model. Connectivity rules should be designed considering field scenario. Bidder Should provide the Geometric Datasets ensuring Determinate flow along the pipeline network assets.
10. MNGL should approved the database after verification of proper Pipeline connectivity.
11. Complete logs shall be provided for each and every feature with all the information that is migrated into the database
12. Vendor shall maintain data backup & ensure data support during migration. it is responsibility of vender to maintain data backup for all system till the contract period.
13. All consumables for printing, storing, and creation of backup data CD's/DVDs and alternate consumables of backing up of data to be supplied by the bidder.
14. If any mistake is found in the information entered by the contractor in the GIS package within the defect liability period, the same is to be corrected free of cost and the updated version are to be provided to the Owner.
15. It will be the responsibility of the Contractor to ensure & coordinate with software implementation vender for integration and implementation of the system after test run with test data, live run of the system with real data, training to user and installation & commissioning of the system

Final GIS Maps should be published by overlaying Natural gas pipeline and assets information on standardize scale and templates. MNGL will provide Map template and Symbology for GIS maps and drawings.

### 3.7 Quality Control and Assurance

All the data surveyed would be checked and validated using custom built routines for its accuracy and logical correctness. The rigorous Quality control process of the bidder would help in achieving accurate feature and bidder must be carried out QC/QA process internally before data submission. On the submission of deliverable, MNGL will carry out field verification on the various layers to check the spatial accuracy and attribute authenticity.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### 3.8 QA/QC CHECK TO BE PERFORMED BY SURVEY VENDOR

The objective of this is to capture the additional data and to standardize the existing asset data available in order to bring them into a structured form. The data standardization task ensures data completeness and correctness. The following is a list of the typical issues that can be resolved by the survey vendor before delivering the data for final acceptance to the customer

1. Data inventory report should be shared along with survey data
2. Data relationship errors and Connectivity errors
3. Completeness, allowed values and proper symbology
4. Orphans, Duplicates, Non-unique values and NULL, blank and zero values System generated unique number should be maintained for migration reference for counting assets volume. (Should be unique across the tables across all regions)
5. Include all fields as per final data model with naming conventions mutually agreed
6. All mandatory attributes should have collected from field or filled with default value All field values especially spellings of enumerator values and empty space should be maintained with case sensitivity as per the final data model sheet
7. Field type should be same with precision of decimal values should be maintained as per data-model sheet finalized
8. Field lengths should be as per MNGL data model
9. Data enumerator consistency should be maintained and data should be as per enumerator values mentioned in data model
10. Linkage of attribute values between spatial and non-spatial attribute data should be maintained

### 3.9 INPUTS & SUPPORT FROM MNGL

1. All the available maps, as built drawings will be provided to the vendor for reference. However, all the attributes shall be based on actual survey report
2. MNGL will provide PNGRB Authorised GA Maps for respective GA.
3. MNGL will provide MAP template and Symbology and Data Model for Pipeline Geo-Database Composition and Drawing submission
4. MNGL will provide the execution front 4 working days prior to field activity. Contractor should deploy the manpower and execute the job as per schedule without flaw/delay.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### 3.10 DOCUMENT/DATA SUBMISSION

The data and drawings submitted shall be in approved GIS format. The desired outputs & deliverables under this contract are as shown below: -

- a) GA and Maps
  - ✓ Raw GA/CA Maps should be submitted in form of tiff/image format
  - ✓ Geo-Referenced GA/CA maps should be submitted in form of (Image/Tiff/ECW format) with Image Processing Report
- b) Ground Control Point (GCP) Survey
  - ✓ DGPS Survey Report with Digital Photographs and Location sketch
  - ✓ DGPS RAW Data in both machine native and Rinex format
  - ✓ Post Process GCP data in Excel, Shape file and KML format
  - ✓ Baseline Processing Report
- c) Geo-Database
  - ✓ Geo-Database shall be compiled and submitted as per the Data model
  - ✓ All the Layers as per the Data model shall be submitted in both Geo-Database and ESRI Shape file format
  - ✓ Quality Control and Quality Assurance Report
- d) 1 set of hard copy multi-colour plotted shall be provided for field QC activities as Check Prints maps on 1: 500 scale.
- e) Base map & Drawing Submission on various scale in form of both Hard copy and Digital format (PDF)
  - ✓ GIS base Map showing Pipeline on 1:1000 Scale – 1 Set
  - ✓ GIS Base Map showing Pipeline on 1:5000 Scale – 1 Set
  - ✓ GIS Base Map showing Pipeline on 1: 10000 scale – 1 Set
  - ✓ Pipeline Map for both MDPE and Steel on 1:250 Scale
- f) Field Books with Map and Attribute information: Field Notes / Data Creation Reports / formats shall be provided in soft copy or hard copy in a systematic manner
- g) All survey related data(output) should also be submitted in a Shape file complying to Open Geospatial Consortium (OGC) Standards.
- h) Project Report
  - ✓ Final Project Report shall be submitted
  - ✓ Pipeline Asset Summary Report
  - ✓ Color Copy of Asset Atlas should be submitted

**Note:** The data collection would be based on the provided data model template. If further changes in data model are required to complete interface/integration and other necessary business needs then those changes shall be considered upon finalization of requirement and as per agreed solution, which would be arrived upon mutual discussion and consent between MNGL and vendor.




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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### 1.11 Special Condition of the Contract:

Contract period shall be 2 years from the date of Service Order. Letter of Intimation shall be issued by Engineer-in-charge for the works as per the project requirement. Project Should be executed for Each GA separately. Bidder should deploy dedicated Survey Manpower for each GA separately. Project Schedule for completion of work as under from the date of letter of intimation by Engineer-in-charge (EIC).


Activity No	Description	Penalty Applicable in Rs.				Remarks
		Within 7 Days	8 Days - 15 Days	16 Days - 1 Month	Above 1 Month	
Activity No 1	DGPS Survey & Mapping of MNGL GA & CA boundaries of through Geo-Referencing techniques by supplementing DGPS Ground control points.	0	0	0	Rs. 500 per week.	The deliverables should be supplied to MNGL within 30 Days from the date of intimation by MNGL.
Activity No 2	Steel Pipeline Survey & Mapping using DGPS based Induction Utility detection Survey - For Existing Steel P/L as per MNGL Scope of work.	0	0	Rs. 300 per week	Rs. 500 per week.	Inputs will be provided in sections. Penalty is applicable on individual deliverable for the sections
Activity No 3	Survey & Mapping of Pipeline & its assets using DGPS survey methods at the time of laying – For Upcoming Steel P/L as per MNGL Scope of work.	0	Rs. 300 per week	Rs. 500 per week.	Rs. 500 per Day	Contractor should deploy the manpower before backfilling of the trench for the section
Activity No 4	DGPS Survey and Mapping of MDPE Pipeline – For Existing MDPE P/L as per MNGL Scope of work.	0	0	Rs. 300 per week	Rs. 500 per week.	Inputs will be provided in sections. Penalty is applicable on individual deliverable for the sections



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Activity No 5	DGPS Survey and Mapping of MDPE Pipeline- For Upcoming MDPE P/L as per MNGL Scope of work.	0	Rs. 300 per week	Rs. 500 per week.	Rs. 500 per Day	Contractor should deploy the manpower before backfilling of the trench for the section
Activity No 6	Compilation of Geodatabase by integrating of GIS base maps layers and Gas Pipeline (Steel + MDPE) Asset layers Compilation and Integration /Migration of Pipeline and its assets information (Steel and MDPE Pipeline network and assets like valves, DRS, Customers linking, fittings, markers etc.) into Geo Database with georeferenced satellite images and GIS base maps data as per data model. (Details as per scope of work)	0	0	Rs. 300 per week	Rs. 500 per week.	Submission report, Drawings/Maps, and GIS Database within 15 days after the completion of the activity no 2 or 3 or 4 or 5 whichever is applicable

- The assessment of penalty will be done by AIC / EIC as per actual site condition.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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## 8.0 SPECIAL INSTRUCTION TO BIDDER:

1. Traveling, Boarding and lodging for all its personnel deployed for the execution of the work is to be arranged by the bidder.
2. Right of access to MNGL or its representative for audit of the quality and accuracy of work done.
3. The integrity and confidentiality of the GAIL's information assets are to be maintained by the bidder. And successful bidder is required to sign the non-disclosure agreement with MNGL after award of job
4. Contractor shall be responsible for settling all compensation and disputes arising out of any damages caused by him or his workmen during the execution of work.
5. Before publishing the final GIS package, contractor has to present the pre-final package for viewing of the Owner and nay modification/ Updation suggested by the Owner shall be incorporated by the party in the final package.
6. The system developed should be Web Based & Network compatible and should also be suitable for continuous Updation/Modification. The contractor will deploy Experts and necessary system at MNGL premises to work under the supervision of MNGL engineers.
7. The contractor shall provide details of work progress report on daily/ weekly basis through e-mail. Bidder should present the progress of work at monthly review meeting.
8. If any mistake is found in the information entered by the contractor in the GIS database within the defect liability period, the same is to be corrected free of cost and the updated version are to be provided to MNGL.
9. Project Execution Approach: Contractor shall identify and appoint a senior project manager who shall have experience of managing complex projects. Contractor shall also identify and appoint core team, different function team with sufficient experience in their respective fields and communicate the list to MNGL before starting the work
10. Quality of surveyed data
  - The data received from surveyed vendor should be in a ready to be migrated state. For migration into target GIS system, it should comply by the following:
  - input vector data along with attribute data for migration will be in shape file (.shp)
  - all the vector data will have unique IDs
  - network should have logical as well as physical connectivity
  - the annotations must be placed to corresponding object

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## 9.0 PENALTY CLAUSE

- Contractor shall use survey equipment like DGPS, Pipeline locator during project as per recommended in Scope of Work (SOW) to meet the project quality & timelines. The min no of equipment's to be maintained by the contractor region wise is as shown below


Sl. No.	Machine/Equipment	Qty	Remarks
1	Induction Utility Detector	3 Nos	Minimum 1 for Each GA
2	DGPS Machines	6 Sets	Min. 2 Sets (2 Base 4 Rovers) for Each GA

If vendor fails to maintain the no. of Instruments as per recommended and it affects project timelines / scheduled targets / Quality aspects, the MNGL may deduct as a penalty of Rs. 5,000/- per week/instrument for unavailability of the same. Bidder should provide the list of equipment to be used along with the bidding document.

- In case contractor fails to complete the work/ services within stipulated period then, there will be reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5% of contract price.
- Minimum nos of key resources should be deployed during the contract period as per the instruction of MNGL, Engineering-In-Charge.


S.N	Key Resources	Experience	Min. No of Resources to be Maintained	Penalty for absents/day in addition to overall Penalty
01	Project Manager	10 Years	1 No	3000
02	GIS Experts	8 Years	1 No for Each GA	2000
03	Team Leader – Survey	5 Years	1 Nos for Each GA	2000
04	DGPS Surveyor – DGPS for Steel P/L Survey	2 Years	6 Nos for Each GA	1000
05	DGPS Surveyors – for MDPE P/L Survey	2 Years	3 Nos for Each GA	500

- ❖ **1 Project Manager and GIS Analyst should be present in every project Review meeting for reporting project Status.**
- ❖ **Bidder should nominate the Project Manager for Single point of Contact (SPOC) for Project related communication.**
- ❖ **Bidder should deploy DGPS Survey team with desired DGPS Machines in each GA as per the intimation from EIC.**


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**MNGL Data Model**


LAYER_ID	FEATURE NAME	LAYER NAME	SOURCE	GEOMETRY TYPE	FIELD NAME	DATA_TYPE	SIZE
1	GA Boundary	GA	MNGL	Polygon	GA_ID	Text	20
					GA_NAME	Text	50
					GA_AREA	Double	4,2
					REMARKS	Text	100
2	CA Boundary	CA	MNGL	Polygon	CA_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					CA_AREA	Double	4,2
					REMARKS	Text	100
3	Municipal Boundary	Municipal_Boundary	Municipal Corporation	Polygon	MUN_ID	Text	20
					MUN_NAME	Text	50
					DIST_NAME	Text	50
					MUN_AREA	Double	4,2
4	Area_Boundary	Area_Boundary	Municipal Development Authority	Polygon	AREA_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					AREA_NAME	Text	50
					REGION_NAME	Text	50
					AREA	Double	4,2
5	BUILDING	Building	Imagery/Field Survey	Polygon	REMARKS	Text	100
					BLD_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					BLD_TYPE	Integer	25
					BLD_SUBTYPE	Text	50
					BLD_NAME	Text	30
					BLOCK_NO	Text	20
					ROAD_NAME	Text	50
					AREA_NAME	Text	50
					CITY	Text	50
					PIN	Long Integer	12

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					STATE	Text	50
					FLOOR_NO	Integer	4
					POTENTIAL	Integer	4
					REMARKS	Text	100
5	BUILDING	Building	Imagery/Field Survey	DBF	BLD_ID	Text	20
					BLD_NAME	Text	30
					POTENTIAL	Integer	4
					MCV1	Integer	4
					MCV2	Integer	4
					NO_OF_METER	Integer	4
					TAPPED_POTENTIAL	Integer	4
					REMARKS	Text	100
6	BLD_Point	Building	Imagery/Field Survey	Point	BLDP_ID	Text	20
					BLD_ID	Text	20
					BP_NO	Text	20
					BLD_NAME	Text	30
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					REMARKS	Text	100
7	LANDMARK	Landmark	Field Survey	Point	LM_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					AREA_NAME	Text	20
					LM_TYPE	Text	20
					LM_NAME	Text	50
					REMARKS	Text	50
8	Compound Wall	Compound_Wall	Field Survey	Polygon	CW_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					BLD_NAME	Text	20
					CON_TYPE	Text	20
					REMARKS	Text	100
9	Plot Boundary	Plot_Boundary	Field Survey	Polygon	PLOT_ID	Text	20
					GA_ID	Text	20


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					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					RD_NAME	Text	60
					AREA_NAME	Text	50
					CITY_NAME	Text	50
					PLOT_TYPE	Text	20
					PLOT_AREA	Double	8,2
					REMARKS	Text	100
10	Road Network	Road	Imagery/Field Survey	Line	RD_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					RD_NAME	Text	60
					RD_TYPE	Text	2
					RD_WIDTH	Double	4,2
					CON_MAT	Text	255
					MAINT_BY	Text	30
					AREA_NAME	Text	50
					RD_LEN	Double	4,2
					FPAT_STAT	Text	4
					REMARKS	Text	100
11	Road Edge	Road_Edge	Imagery/Field Survey	Line	RDE_ID	Text	20
					RDE_NAME	Text	60
					FP_WIDTH	Double	2,2
					FP_TYPE	Integer	4
12	Road Divider / Median	Road_Divider	Imagery/Field Survey	Polygon	RDD_ID	Text	20
					RD_ID	Text	20
					RD_Name	Text	50
13	Bridges/Flyover	Bridges/Flyover	Imagery/Field Survey	Polygon	BRDG_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					RD_ID	Text	10
					AREA_NAME	Text	50
					BRDG_WIDTH	Double	2,2
					BRDG_TYPE	Integer	10

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14	Railway Track	Railway	Imagery/Field Survey	Line	BRDG_LENGTH	Double	4,2
					REMARKS	Text	100
					RW_ID	Text	20
					RW_TYPE	Text	6
15	Bus Depot	Bus_Depot	Field Survey	Polygon	RW_LEN	Double	4,2
					BD_ID	Text	20
					BD_NAME	Text	10
					RD_ID	Text	10
16	Station Boundary	Station_Boundary	Imagery/Field Survey	Polygon	BD_LOC	Text	15
					STNB_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					TYPE	Text	20
					NAME	Text	50
					STATUS	Text	20
					SCHEMATIC_DIAGRAM	Text	255
17	PNP_PLANNING_BOUNDARY	PNP_BOUNDARY	MNGL	Polygon	REMARKS	Text	100
					PNP_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					PNP_NAME	Text	50
					REGION_NAME	Text	50
					AIC_NAME	Text	30
					EIC_NAME	Text	30
					HOD	Text	30
					AREA	Double	4,2
18	O&M Boundary	ONM_BOUNDARY	MNGL	Polygon	REMARKS	Text	100
					ONM_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					ONM_NAME	Text	50
					REGION_NAME	Text	50
					AIC_NAME	Text	30
					EIC_NAME	Text	30



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					HOD	Text	30
					AREA	Double	4,2
					REMARKS	Text	50
19	CNG Station	CNG_STATION	DGPS Survey	Point	CNG_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					STATION_NAME	Text	30
					STATUS	Text	20
					STATION_TYPE	Text	20
					BUSINESS_MODEL	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	50
					ADDRESS	Text	254
					TELEPHONE	Long Integer	10
					DATE_COMMISSIONING	Date	8
					COMPRESSURE_UNIT	Double	10
					COMPRESSING_CAPACITY	Double	10
					DISPENSER_UNIT_BUS	Double	10
					DISPENSER_UNIT_CAR	Double	10
					DISPENSING_CAPACITY	Double	10
					NO_DISPENSER	Integer	8
					NO_LCV_POINT	Integer	8
					CAPACITY_UTILISATION	Double	10
					DEALER_NAME	Text	50
					SCHEMATIC_DIAGRAM	Text	255
					REMARKS	Text	255
20	City Gas Station	CGS	Field Survey	Point	CGS_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					CGS_NAME	Text	50
					CGS_TYPE	Text	20




**MAHARASHTRA NATURAL  
GAS LIMITED**


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**BID NO. MNGL/CP/2022-23/14**

					STATUS	Text	20
					OWNER	Text	50
					AREA_NAME	Text	100
					LOCATION	Text	50
					IN_SERVICE_DATE	Date	8
					OPERATING_PRESSURE_IN_BAR	Double	8
					MOP_OUT	Double	8
					SOP_IN	Double	8
					SOP_OUT	Double	8
					PRESSURE_UNIT	Double	8
					DESIGNCAPACITY	Text	10
					PRESSURESYSTEMSTATUS	Text	20
					BYPASSINDICTOR	Text	10
					INSULATEDINDICATOR	Text	10
					CPSYSTEMSTATUSES	Text	20
					EMERISOLATIONSYSSTATUS	Long Integer	12
					SCHEMATIC_DIAGRAM	Text	255
					REMARKS	Text	255
21	DRS	DRS	DGPS Survey	Point	DRS_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					DRS_NAME	Text	20
					DRS_STATUS	Text	20
					OWNER	Text	20
					MAKE	Text	20
					MANUFACTURER	Text	20
					CAPCITY_UNIT	Text	20
					CAPACITY	Long Integer	12
					IN_SERVICE_DATE	Text	20
					LAST_MAINTENANCE_DATE	Date	8
					CPSYSTEMSTATUSES	Long Integer	12
					MOP_IN	Double	8
					MOP_OUT	Double	8

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					SOP_IN	Double	8
					SOP_OUT	Double	8
					PRESSURE_UNIT	Double	8
					OVER_PRESSURE_PROTECTION_TYPE	Text	10
					BY_PASS_INDICATOR	Text	5
					DESIGN_CAPACITY	Text	5
					GAS_PRESSURE_SYSTEM_STATUS	Text	20
					GAS_SYSTEM_STATUS	Text	20
					EMERISOLATIONSYSSTATUS	Text	20
					SCHEMATIC_DIAGRAM	Text	255
					REMARKS	Text	255
22	DCS	DCS	DGPS Survey	Point	DCS_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					NAME	Text	20
					STATUS	Text	20
					OWNER	Text	20
					MAKE	Text	20
					MANUFACTURER	Text	20
					CAPCITY_UNIT	Text	20
					CAPACITY	Long Integer	12
					IN_SERVICE_DATE	Text	20
					LAST_MAINTENANCE_DATE	Date	8
					CPSYSTEMSTATUS	Long Integer	12
					MOP_IN	Double	8
					MOP_OUT	Double	8
					SOP_IN	Double	8
					SOP_OUT	Double	8
					PRESSURE_UNIT	Double	8
					OVER_PRESSURE_PROTECTION_TYPE	Text	10

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					BY_PASS_INDICA TOR	Text	5
					DESIGN_CAPACIT Y	Text	5
					GAS_PRESSURE_ SYSTEM_STATUS	Text	20
					GAS_SYSTEM_ST ATUS	Text	20
					EMERISOLATIONS YSSTATUS	Text	20
					SCHEMATIC_DIAG RAM	Text	255
					REMARKS	Text	255
23	MRS	MRS	DGPS Survey	Point	MRS_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					NAME	Text	20
					STATUS	Text	20
					OWNER	Text	20
					MAKE	Text	20
					MANUFACTURER	Text	20
					CAPCITY_UNIT	Text	20
					CAPACITY	Long Integer	12
					IN_SERVICE_DAT E	Text	20
					LAST_MAINTENAN CE_DATE	Date	8
					CPSYSTEMSTATU S	Long Integer	12
					MOP_IN	Double	8
					MOP_OUT	Double	8
					SOP_IN	Double	8
					SOP_OUT	Double	8
					PRESSURE_UNIT	Double	8
					OVER_PRESSURE _PROTECTION_TY PE	Text	10
					BY_PASS_INDICA TOR	Text	5
					DESIGN_CAPACIT Y	Text	5
					GAS_PRESSURE_ SYSTEM_STATUS	Text	20



**MAHARASHTRA NATURAL  
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**Tender for hiring of agency for a period of 02 years for  
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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					GAS_SYSTEM_ST ATUS	Text	20
					EMERISOLATIONS YSSTATUS	Text	20
					SCHEMATIC_DIAG RAM	Text	255
					REMARKS	Text	255
24	Commercial Meter	Commercial_ Meter	Survey	Point	CM_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					BP_NO	Text	20
					CM_TYPE	Text	20
					CM_NAME	Text	20
					CM_STATUS	Text	20
					OWNER	Text	20
					MAKE	Text	20
					IN_SERVICE_DAT E	Text	20
					LAST_MAINTENAN CE_DATE	Date	8
					MOP_IN	Double	8
					MOP_OUT	Double	8
					SOP_IN	Double	8
					SOP_OUT	Double	8
					PRESSURE_UNIT	Double	8
					DESIGN_CAPACIT Y	Text	5
					GAS_PRESSURE_ SYSTEM_STATUS	Text	20
					SCHEMATIC_DIAG RAM	Text	255
					REMARKS	Text	255
	Service Regulator	Service_Regu lator	Field Survey	Point	SR_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SR_NAME	Text	30
					SR_TYPE	Text	20
					SR_LOCATION	Text	50
					SR_MAKE	Text	30
					SR_CAPACITY	Integer	8




**MAHARASHTRA NATURAL  
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future pipeline network of MNGL's Nashik GA, Sindhudurg  
GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

25					CAPCITY_UTILISE D	Integer	8
					COMMISSIONING_D ATE	Date	8
					MANUFACTURER	Text	20
					MANUFACTURE_D ATE	Date	8
					LAST_MAINTENAN CE_DATE	Date	8
					NEXT_MAINTENA NCE_DATE	Date	8
					MAOP_DESIGN	Double	4,2
					MAOP_RECORD	Double	4,2
					MAOP_TEST	Double	4,2
					MATERIAL	Text	20
					MAX_INLET_PRES SURE	Text	20
					MAX_OUTLET_PR ESSURE	Text	20
					OWNED BY	Text	20
					SET_PRESSURE_ ENTERED	Text	20
					SET_PRESSURE_ STANDARD	Text	20
					REMARKS	Text	100
26	ControllableFitt ing	ControllableF itting	Survey and Mapping	Point	CON_FIT_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					TYPE	Text	20
					SECTION_ID	Text	20
					MATERIAL	Text	20
					FITTINGDIAMETER	Integer	10
					DIAMETERUNIT	Text	15
					MAKE	Text	10
					OWNER	Text	5
					FITTINGSCHEDUL E	Text	10
					INSERVICEDATE	Date	8
					DATEOFREPLACE	Date	8
					NORMALPOSITION	Text	20
					PRESENTPOSITIO N	Text	20

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					GASPRESSUREY STEMSTATUS	Text	20
					GASSYSTEMSTAT US	Text	20
					INSULATEDINDICA TOR	Text	20
					BONDINDICATOR	Text	20
					REMARKS	Text	254
27	Non- Controllable Fittings	Non_Controll able_Fittings	Survey & Mapping	Point	NCON_FIT_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_ID	Text	20
					TYPE	Text	20
					MATERIAL	Text	20
					FITTINGDIAMETER	Text	10
					DIAMETERUNIT	Text	15
					MAKE	Text	10
					STYLE	Text	10
					OWNER	Text	10
					FITTINGSCHEDUL E	Text	10
					IN_SERVICE_DAT E	Date	8
					DATEOFREPLACE	Date	8
					BONDEDINDICATO R	Text	20
					INSULATEDINDICA TOR	Text	10
					REMARKS	Text	255
28	Sectionised Valve	Sectionised_V alve	Survey & Mapping	Point	SV_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					VALVE_CH_ID	Text	20
					TYPE	Text	20
					FACILITY_STATUS	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	50
					DEPTH	Double	4,2
					MATERIAL	Text	10






**MAHARASHTRA NATURAL  
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**Tender for hiring of agency for a period of 02 years for  
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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					GRADE	Double	8
					SET_PRESSURE	Double	8
					SCHEDULE	Text	8
					THICKNESS	Text	5
					ACTUATION	Text	8
					CLOSURE	Double	4,2
					POSITION	Text	5
					VALVE_PLACE	Text	8
					INSPECTION_FRE QUENCY	Text	10
					SIZE	Text	20
					DATE_INSTALLATI ON	Date	10
					INSTALLATION_PR OCESS	Text	10
					INSTALLATION_A GENCY	Text	20
					MAKE	Text	15
					BONDEDINDICATO R	Text	8
					GROUNDLEVELIN DICATOR	Text	20
					INSULATEDINDICA TOR	Text	20
					OPERATINGCLAS SIFICATION	Text	20
					CPSYSTEMSTATU S	Long Integer	12
					ANSI_PRESSURE_ RATING	Text	20
					NORMAL_POSITIO N	Text	5
					PRESENT_POSITI ON	Text	5
					BONDED_INDICAT OR	Text	5
					GAS_PRESSURE_ SYSTEM_STATUS	Text	5
					GAS_SYSTEM_ST ATUS	Text	20
					VAL_MAT	Text	10
					VAL_SERIES	Text	10
					ENDCONN	Text	20
					VAL_B_MAT	Text	10
					GASKET_TYPE	Text	10
					SYMBOL_ROTATI ON	Text	5

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					REMARKS	Text	50
					ATTACHMENT	BLOB	100
29	Isolaton Valve	Isolation_Valv e	Survey & Mapping	Point	IV_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					VALVE_CH_ID	Text	20
					TYPE	Text	20
					FACILITY_STATUS	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	50
					DEPTH	Double	4,2
					MATERIAL	Text	10
					GRADE	Double	8
					SET_PRESSURE	Double	8
					SCHEDULE	Text	8
					THICKNESS	Text	5
					ACTUATION	Text	8
					CLOSURE	Double	4,2
					POSITION	Text	5
					VALVE_PLACE	Text	8
					INSPECTION_FRE QUENCY	Text	10
					SIZE	Text	20
					DATE_INSTALLATI ON	Date	10
					INSTALLATION_PR OCESS	Text	10
					INSTALLATION_A GENCY	Text	20
					MAKE	Text	15
					BONDEDINDICATO R	Text	8
					GROUNDLEVELIN DICATOR	Text	20
					INSULATEDINDICA TOR	Text	20
					OPERATINGCLAS SIFICATION	Text	20
					CPSYSTEMSTATU S	Long Integer	12
					ANSI_PRESSURE_ RATING	Text	20



**MAHARASHTRA NATURAL  
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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					NORMAL_POSITION	Text	5
					PRESENT_POSITION	Text	5
					BONDED_INDICATOR	Text	5
					GAS_PRESSURE_SYSTEM_STATUS	Text	5
					GAS_SYSTEM_STATUS	Text	20
					VAL_MAT	Text	10
					VAL_SERIES	Text	10
					ENDCONN	Text	20
					VAL_B_MAT	Text	10
					GASKET_TYPE	Text	10
					SYMBOL_ROTATION	Text	5
					REMARKS	Text	50
					ATTACHMENT	BLOB	100
30	Stop Off Valve	SOV	Survey & Mapping	Point	SOV_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					VALVE_CH_ID	Text	20
					TYPE	Text	20
					FACILITY_STATUS	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	50
					DEPTH	Double	4,2
					MATERIAL	Text	10
					GRADE	Double	8
					SET_PRESSURE	Double	8
					SCHEDULE	Text	8
					THICKNESS	Text	5
					ACTUATION	Text	8
					CLOSURE	Double	4,2
					POSITION	Text	5
					VALVE_PLACE	Text	8
					INSPECTION_FREQUENCY	Text	10
					SIZE	Text	20
					DATE_INSTALLATION	Date	10




**MAHARASHTRA NATURAL  
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**Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					INSTALLATION_PROCESS	Text	10
					INSTALLATION_AGENCY	Text	20
					MAKE	Text	15
					OPERATINGCLASSIFICATION	Text	20
					NORMAL_POSITION	Text	5
					PRESENT_POSITION	Text	5
					GAS_PRESSURE_SYSTEM_STATUS	Text	5
					GAS_SYSTEM_STATUS	Text	20
					VAL_MAT	Text	10
					VAL_SERIES	Text	10
					ENDCONN	Text	20
					VAL_B_MAT	Text	10
					GASKET_TYPE	Text	10
					SYMBOL_ROTATION	Text	5
					REMARKS	Text	50
					ATTACHMENT	BLOB	100
31	Future Tap Off	TAP_OFF	Survey & Mapping	Point	TAP_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					VALVE_CH_ID	Text	20
					TYPE	Text	20
					FACILITY_STATUS	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	50
					DEPTH	Double	4,2
					MATERIAL	Text	10
					GRADE	Double	8
					SET_PRESSURE	Double	8
					SCHEDULE	Text	8
					THICKNESS	Text	5
					ACTUATION	Text	8
					CLOSURE	Double	4,2
					POSITION	Text	5
					VALVE_PLACE	Text	8

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					INSPECTION_FREQUENCY	Text	10
					SIZE	Text	20
					DATE_INSTALLATION	Date	10
					INSTALLATION_PROCESS	Text	10
					INSTALLATION_AGENCY	Text	20
					MAKE	Text	15
					VAL_MAT	Text	10
					VAL_SERIES	Text	10
					ENDCONN	Text	20
					VAL_B_MAT	Text	10
					GASKET_TYPE	Text	10
					SYMBOL_ROTATION	Text	5
					REMARKS	Text	50
					ATTACHMENT	BLOB	100
32	Valve Chamber	Valve_Chamber	Survey	Point	V_CHAMBER_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					VALVE_ID	Text	20
					INSTALLATION_DATE	Date	8
					WALL	Text	20
					SLEEP_NO	Text	20
					SIZE	Integer	4
					DEPTH	Double	8
					FUNCTION	Text	20
					LAST_MAINTENANCE_DATE	Date	8
					AREA_NAME	Text	100
					LOCATION	Text	40
					REMARKS	Text	50
					ATTACHMENTS	BLOB	50
33	Transition Fitting	TF	MDPE Mapping	Point	TF_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					BUILDING_ID	Text	20
					BLD_NAME	Text	50
					BLOCK_NO	Text	20
					SR_ID	Text	20
					SR_NAME	Text	20
					REGISTRAION_ID	Text	20
					GUARD_TYPE	Text	20
					REMARKS	Text	100
34	PL Section	PL_Section	MNGL	Line	SECTION_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_NAME	Text	50
					AREA	Text	20
					REGION	Text	20
					LENGTH	Text	20
					REMARKS	Text	50
35	STPL Main_Line	STPL_Main_Line	Detection Survey & As-Built Drawing	Line	PL_MAIN_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_ID	Text	20
					SECTION_NAME	Text	20
					PL_TYPE	Text	20
					SURFACE_TYPE	Text	20
					INSTALLATION_DATE	Date	8
					INSTALLATION_METHOD	Text	20
					DRAWING_NO	Text	20
					CONTRACTOR_NAME	Text	20
					SOR_NO	Text	20
					COMMISSIONING_DATE	Date	8
					OWNER	Text	20
					PL_STATUS	Text	20
					NOMINALDIAMETER	Double	8
					OUTERDIAMETER	Double	8




**MAHARASHTRA NATURAL  
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**Tender for hiring of agency for a period of 02 years for  
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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNG.**

**BID NO. MNG/CP/2022-23/14**

					DIAMETERUNIT	Double	8
					PL_DEPTH	Double	8
					WALL_THICKNESS	Text	10
					SCHEDULE	Text	10
					MANUFACTURER	Text	10
					MANUFACTURER_ DATE	Text	20
					MATERIAL	Text	20
					COATINGTYPE	Text	10
					PIPESTATUSINDICATOR	Text	10
					PL_TEST_TYPE	Text	20
					PL_TEST_DATE	Date	8
					PL_TEST_DURATION	Text	20
					TEST_PRESSURE	Text	20
					MAOP	Double	8
					MAINTAINED_BY	Text	20
					LAST_MAINT_DATE	Date	8
					SOPENTERED	Double	8
					SOPRANGE	Double	8
					SOPSTANDARD	Text	20
					SOPUNITOFMEASURE	Double	8
					CRITICALINDICATOR	Text	20
					SOIL_RESISTIVITY	Text	20
					CPSYSTEMSTATUS	Text	20
					BONDEDINDICATOR	Integer	4
					OPERATINGPRESSURE	Text	5
					DESIGNPRESSUREENTERED	Double	8
					DESIGNPRESSURESTANDARD	Double	8
					DESIGNPRESSUREUNITOFMEASURE	Double	8
					LASTLEAKSURVEY	Date	8
					LEAKSURVEYFREQUENCY	Text	10
					ACTUAL_LENGTH	Double	4,2



 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					REMARKS	Text	50
					FLOW_STATUS	Text	20
36	Distribution Line	Distribution_Line	Field Survey / AS-Built Drawing	Line	PL_DIST_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_ID	Text	20
					SECTION_NAME	Text	20
					PL_TYPE	Text	20
					SURFACE_TYPE	Text	20
					INSTALLATION_DATE	Date	8
					INSTALLATION_METHOD	Text	20
					DRAWING_NO	Text	20
					CONTRACTOR_NAME	Text	20
					SOR_NO	Text	20
					COMMISSIONING_DATE	Date	8
					OWNER	Text	20
					PL_STATUS	Text	20
					NOMINALDIAMETER	Double	8
					OUTERDIAMETER	Double	8
					DIAMETERUNIT	Double	8
					PL_DEPTH	Double	8
					WALL_THICKNESS	Text	10
					SCHEDULE	Text	10
					MANUFACTURER	Text	10
					MANUFACTURER_DATE	Text	20
					MATERIAL	Text	20
					COATINGTYPE	Text	10
					PIPESTATUSINDICATOR	Text	10
					PL_TEST_TYPE	Text	20
					PL_TEST_DATE	Date	8
					PL_TEST_DURATION	Text	20
					TEST_PRESSURE	Text	20
					MAOP	Double	8
					MAINTAINED_BY	Text	20



**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					LAST_MAINT_DATE	Date	8
					SOPENTERED	Double	8
					SOPRANGE	Double	8
					SOPSTANDARD	Text	20
					SOPUNITOFMEASURE	Double	8
					CRITICALINDICATOR	Text	20
					SOIL_RESISTIVITY	Text	20
					CPSYSTEMSTATUSES	Text	20
					BONDEDINDICATOR	Integer	4
					OPERATINGPRESSURE	Text	5
					DESIGNPRESSUREENTERED	Double	8
					DESIGNPRESSURESTANDARD	Double	8
					DESIGNPRESSUREUNITOFMEASURE	Double	8
					LASTLEAKSURVEY	Date	8
					LEAKSURVEYFREQUENCY	Text	10
					ACTUAL_LENGTH	Double	4,2
					REMARKS	Text	50
					FLOW_STATUS	Text	20
					PL_SERVICE_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_ID	Text	20
					SECTION_NAME	Text	20
					PL_TYPE	Text	20
					SURFACE_TYPE	Text	20
					INSTALLATION_DATE	Date	8
					INSTALLATION_METHOD	Text	20
					DRAWING_NO	Text	20
					CONTRACTOR_NAME	Text	20




**MAHARASHTRA NATURAL  
GAS LIMITED**


**Tender for hiring of agency for a period of 02 years for  
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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**


37	Service Line	Servie_Line	Field Survey / As-Built Drawing	Line	SOR_NO	Text	20
					COMMISSIONING_	Date	8
					DATE		
					OWNER	Text	20
					PL_STATUS	Text	20
					NOMINALDIAMETE	Double	8
					R		
					OUTERDIAMETER	Double	8
					DIAMETERUNIT	Double	8
					PL_DEPTH	Double	8
					WALL_THICKNESS	Text	10
					SCHEDULE	Text	10
					MANUFACTURER	Text	10
					MANUFACTURER_	Text	20
					DATE		
					MATERIAL	Text	20
					COATINGTYPE	Text	10
					PIPESTATUSINDIC	Text	10
					ATOR		
					PL_TEST_TYPE	Text	20
					PL_TEST_DATE	Date	8
					PL_TEST_DURATI	Text	20
					ON		
					TEST_PRESSURE	Text	20
					MAOP	Double	8
					MAINTAINE_BY	Text	20
					LAST_MAINT_DAT	Date	8
					E		
					SOPENTERED	Double	8
					SOPRANGE	Double	8
					SOPSTANDARD	Text	20
					SOPUNITOFMEAS	Double	8
					URE		
					CRITICALINDICAT	Text	20
					OR		
					SOIL_RESISTIVITY	Text	20
					CPSYSTEMSTATU	Text	20
					S		
					BONDEDINDICATO	Integer	4
					R		
					OPERATINGPRES	Text	5
					SURE		
					DESIGNPRESSUR	Double	8
					EENTERED		
					DESIGNPRESSUR	Double	8
					ESTANDARD		

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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					DESIGNPRESSUR EUNITOFMEASUR E	Double	8
					LASTLEAKSURVE Y	Date	8
					LEAKSURVEYFRE QUENCY	Text	10
					ACTUAL_LENGTH	Double	4,2
					REMARKS	Text	50
					FLOW_STATUS	Text	20
36	Proposed Pipeline	Proposed_Pip eline	MNGL	Line	PL_PROP_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_NAME	Text	50
					PL_TYPE	Text	20
					PL_PRESSURE	Text	20
					LANDMARKS	Text	20
					PL_LENGTH	Double	8
					SURFACE_TYPE	Text	20
					AREA_NAME	Text	20
					APPROVED_BY_AI C	Text	20
					APPROVED_BY_AI C_DATE	Date	8
					APPROVED_BY_EI C	Text	20
					APPROVED_BY_EI C_DATE	Date	8
					APPROVED_BY_H OD	Text	20
					APPROVED_BY_H OD_DATE	Date	8
					APPROVAL_AUTH ORITY	Text	20
					APPROVED_BY_A UTHORITY_DATE	Date	8
					APPROVAL_STAT US	Text	20
					REMARKS	Text	50
					CROSSING_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50

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38	Crossing	Crossing	Imagery/Field Survey	Line	CROSSING_NAME	Text	20
					CROSSING_METHOD	Text	20
					FACILITY_STATUS	Text	20
					CROSSING_TYPE	Text	20
					INSULATED	Text	4
					DRAIN_VENT	Text	10
					CARRIER_SIZE	Text	20
					EXECUTION_DATE	Date	8
					EXECUTED_BY	Text	20
					DESCRIPTION_OF_AGENCY	Text	20
					LOCATION_DESCRIPTION	Text	20
					REMARKS	Text	50
					ACTUAL_LENGTH	Integer	4
					SHAPE_LENGTH	Integer	4
39	Anode Bed	Anode_Bed	Imagery/Field Survey	Polygon	ANODE_B_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					WEIGHT	Text	15
					QUANTITY	Integer	4
					INSERVICE_DATE	Date	8
					INSTALLATION_DATE	Date	8
					LIFECYCLE_STATUS	Text	20
					MAINT_BY	Text	20
					MANUFACTURER_COMPONENT	Text	20
					MANUFACTURE_DATE	Date	8
					MANUFACTURE_LOT#	Text	20
					SIZE	Text	15
					MESH_SIZE	Text	15
					SPECIFICATION	Text	15
					OWNED_BY	Text	20
					PROCESS_INSTALLATION	Text	20
					INSTALLED_BY	Text	20
					BED_AREA	Double	4,2

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					ROTATION	Text	20
					SERIAL_NUMBER	Text	20
					REMARKS	Text	50
40	TR Unit	TR_Unit	Field Survey	Point	TRU_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					PL_ID	Text	20
					INSTALLATION_DATE	Date	8
					AMPERAGE	Double	8
					VOLATGE	Double	8
					OUTPUT_RATING	Text	20
					SERIAL_NUMBER	Text	20
					MODEL	Text	20
					MANUFACTURE	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	20
					INTERNAL_PSP	Text	20
					STATUS	Text	20
					INTERNAL_METER	Text	10
					REMARKS	Text	50
41	TLP	TLP	Field Survey	Point	TLP_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SECTION_ID	Text	20
					TRU_ID	Text	20
					TLP_TYPE	Text	20
					WIRECOUNT	Text	10
					OPERATINGSTATUS	Text	10
					INSTALLATION_DATE	Date	8
					READING_DATE	Date	8
					NEXT_READING_DATE	Date	8
					LAST_READING_DATE	Date	8
					PROTECTION_STATUS	Text	10

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					CURRENT_PSP_V ALUE	Double	4,2
					INTERVAL_DISTA NCE	Integer	4
					AREA_NAME	Text	100
					LOCATION	Text	50
					REMARKS	Text	30
42	Insulation Joint	Insulation_Joi nt	Field Survey	Point	IJ_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					INSTALLATION_DA TE	Date	8
					REPLACE_DATE	Date	8
					IJ_TYPE	Text	20
					IJ_PROTECTION_T YPE	Text	20
					IJ_MANUFACTURE R	Text	20
					STATUS	Text	20
					BONDEDINDICATO R	Text	20
					INSULATEDINDICA TOR	Text	20
					MATERIAL	Text	20
					SIZE	Double	12
					MAINT_BY	Text	20
					REMARKS	Text	50
43	Bond Wire	Bond_Wire	Field Survey	Line	B_WIRE_ID	Text	20
					INSTALLATION_DA TE	Date	8
					INSTALLATION_M ETHOD	Text	20
					REPLACE_DATE	Date	8
					B_WIRE_TYPE	Text	20
					COLOR_CODE	Text	20
					MAINTAINED_BY	Text	20
					MEASURED LENG TH	Double	8
					WIRE_SIZE	Double	8
					LENGTH SOURCE	Text	20
					LIFE_CYCLE_STA TUS	Text	20
					REMARKS	Text	50






**MAHARASHTRA NATURAL  
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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

44	Odorizer		Field Survey	Point	ODORIZER_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					ODORANT_TYPE	Text	20
					CAPACITY	Double	8
					MODE	Integer	4
					INSTALL DATE	Date	8
					STATUS	Integer	10
					INSULATOR DEVICE	Text	20
					MAKE	Text	20
					OWNED_BY	Text	20
					DOZING	Text	15
					LENGTH	Double	8
					LIFE CYCLE STATUS	Text	20
					INSERVICE DATE	Date	8
					TESTING_DATE_L AST	Text	20
					PERFORMANCE_T EST_DATE	Date	8
					INSTALLATION_DA TE	Date	8
					LAST_PERFORMA NCE _TEST_DATE	Date	8
					MAINTAINED_BY	Text	20
					MANUFACTURE_C OMPONENT	Text	20
					MANUFACTURE DATE	Date	8
					MANUFACTURER	Text	20
					MAOP DESIGN	Text	20
					MAOP RECORD	Text	20
					MAOP TEST	Text	20
					AREA_NAME	Text	100
					LOCATION	Date	8
					REMARKS	Text	30
					OFC_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b> <b>BID NO. MNGL/CP/2022-23/14</b>
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45	OFC	OFC	MNGL	Line	CA_ID	Text	20
					CA_NAME	Text	50
					PL_ID	Text	20
					PL_NAME	Text	50
					OFC_TYPE	Text	20
					DATE_INSTALLATI ON	Date	8
					OFC_SPECIFICATI ON	Text	20
					CONDUIT_SIZE	Double	12
					NO_OF_FIBERS	Integer	4
					MANUFACTURER	Text	20
					DEPTH	Double	8
					ACTUAL_LENGTH	Double	8
					STATUS	Text	20
					REMARKS	Text	50
46	Pipe Line Marker	Pipe Line Marker	Field Survey	Point	MARKER_ID	Text	20
					PL_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					MARKER_TYPE	Text	20
					MARKER_STATUS	Text	5
					MATERIAL	Text	10
					INSTALLATION_DA TE	Date	8
					INTERVAL_DISTA NCE	Integer	4
					AREA_NAME	Text	100
					LOCATION	Text	30
					REMARKS	Text	30
					COMP_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					BARCODE	Text	50
					STATUS	Text	20




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GAS LIMITED**


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GA & Ramanagara GA for implementation of GIS based  
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**BID NO. MNGL/CP/2022-23/14**

47	Compressor	Compressor	Field Survey	Point	TYPE	Text	20
					INSERVICE_DATE	Date	8
					INSTALLATION_DATE	Date	8
					LIFECYCLE_STATUS	Text	20
					CAPACITY	Text	20
					OWNED_BY	Text	20
					MAINT_BY	Text	20
					MANUFACTURER	Text	20
					MANUFACTURE COMPONENT	Text	20
					MANUFACTURE DATE	Date	8
					MAOP DESIGN	Text	20
					MAOP RECORD	Text	20
					MAOP TEST	Text	20
					MAX INLET PRESSURE	Double	8
					MAX OUTLET PRESSURE	Double	8
					ROTATION	Text	20
					SET PRESSURE ENTERED	Double	8
					SET PRESSURE STANDARD	Double	8
					AREA_NAME	Text	100
					LOCATION	Text	20
					REMARKS	Text	50
48	Dispenser	Dispenser	Field Survey	Point	DISP_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					CNGSTN_ID	Text	20
					CNGSTN_NAME	Text	30
					DISP_MAKE	Text	20
					DISP_TYPE	Text	20
					DISP_SR_NO	Text	20
					REMARKS	Text	50
49	Filter	Filter	Field Survey	Point	FILT_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50

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					CA_ID	Text	20
					CA_NAME	Text	50
					STN_ID	Text	20
					NAME	Text	20
					SIZE	Text	20
					MAKE	Text	20
					REMARKS	Text	20
50	Incident	Incident	Field Survey	Point	INC_ID	Text	20
					EXCAV_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					SITE_LOCATION	Text	20
					REPORTING_TIME	Date	8
					TEAM_REACH_AT_SITE	Date	8
					ACTUAL_RESPONSE_TIME	Date	8
					AFFECTED_SR	Integer	8
					AFFECTED_CM	Integer	8
					AFFECTED_MRS	Text	20
					REQUIRED_TIME	Text	20
					ACTUAL_RESTORATION_TIME	Text	20
					STATUS_OF_SITUATION	Text	20
					ERT_AVAILABLE_AT_SITE_1	Boolean	4
					DAMAGE_REASON	Text	100
					LINE_SIZE	Text	20
					TYPE_OF_LINE	Text	20
51	Excavation	Excavation	Field Survey	Point	LEAKAGE_CONTROLLED_BY	Text	20
					REMARKS	Text	255
					EXCAV_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					AGENCY_NAME	Text	20
					DIGGING_DESCRIPTION	Text	100

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					INCHARGE_DESIGNATION	Text	20
					INCHARGE_CONTACT	Integer	15
					MNGL_AGENCY	Text	20
					MNGL_AGENCY_INCHARGE	Text	20
					SITE_SUPERVISION_BY	Text	20
					SUPERVISOR_NAME	Text	20
					SUPERVISOR_CONTACT	Text	20
					DURATION_DIGGING	Text	20
					EXCAVATION_MODE	Text	20
					PL_DAMAGE	Text	50
					AREA_NAME	Text	100
					LOCATION	Text	20
					REMARKS	Text	20
52	Proposed CNG Station	Proposed CNG Station	Field Survey	Point	P_CNG_ID	Text	20
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					NAME	Text	20
					OWNER	Text	20
					BUSSINESS_MODEL	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	20
					REMARKS	Text	20
53	PM_DRS	PM_DRS	Field Survey	DBF	DRS_ID	Text	20
					INLET_PRESSURE	Text	20
					OUTLET_PRESSURE	Text	20
					DIFFERENTIAL_PRESSURE_GAUGE	Text	20
					IN CASE OF DPG SHOWING PRESSURE UP TO 0.2 TO 0.3 BAR CLEAN OR REPLACE THE FILTER	Text	50




**MAHARASHTRA NATURAL  
GAS LIMITED**

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**BID NO. MNGL/CP/2022-23/14**

					INLET_TEMPERAT URE	Text	20
					BOTH_STREAMS_ SSV_ACTIVATE_O PEN/CLOSE	Text	20
					STREAM _A_OUTLET_PRES SURE	Text	20
					STREAM_B_OUTL ET_PRESSURE	Text	20
					CHECK_LEAKAGE _FROM_FLANGE	Text	20
					CHAMBER_DEWA TERING	Text	20
					FILTER_CLEANIN G	Text	20
					HOUSE_KEEPING	Text	20
					TURBINE_METER_ READING_STREA M-A	Text	20
					TURBINE_METER_ READING_STREA M-B	Text	20
					FLOW_COMPUTE R_READING_STRE AM-A	Text	20
					FLOW_COMPUTE R_READING_STRE AM-B	Text	20
					TURBINE_OIL_ME TER_STREAM-A	Text	20
					TURBINE_OIL_ME TER_STREAM-B	Text	20
					REMARKS	Text	20
54	PM_MRS	PM_MRS	Field Survey	DBF	MRS_ID	Text	20
					INLET_PRESSURE	Text	20
					OUTLET_PRESSU RE	Text	20
					DIFFERENTIAL_PR ESSURE_GAUGE	Text	20
					FILTER_CLEANIN G	Text	50
					FLOW_RATE	Text	20
					RPD_METER_OIL_ LEVEL	Text	20
					RPD_METER_REA DING	Text	20
					CORRECTED_REA DING_FROM_EVC	Text	20

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					CHECK_LEAKAGE _FROM_FLANGE_ JOINTS	Text	20
					HOUSE_KEEPING	Text	20
					MAX_FLOW_RATE _PASSED_BY_RP D_METER_FOR_P REVIOUS_FORTNI GHT	Text	20
					REMARKS	Text	20
					DRS_ID	Text	20
55	PM_DCS	PM_DCS	Field Survey	DBF	INLET_PRESSURE	Text	20
					OUTLET_PRESSU RE	Text	20
					DIFFERENTIAL_PR ESSURE_GAUGE	Text	20
					INCASE OF DPG SHOWING PRESSURE UP TO 0.2 TO 0.3 BAR CLEAN OR REPLACE THE FILTER	Text	50
					INLET_TEMPERAT URE	Text	20
					BOTH_STREAMS_ SSV_ACTIVATE_O PEN/CLOSE	Text	20
					STREAM _A_OUTLET_PRES SURE	Text	20
					STREAM_B_OUTL ET_PRESSURE	Text	20
					CHECK_LEAKAGE _FROM_FLANGE	Text	20
					CHAMBER_DEWA TERING	Text	20
					FILTER_CLEANIN G	Text	20
					HOUSE_KEEPING	Text	20
					TURBINE_METER_ READING_STREA M-A	Text	20
					TURBINE_METER_ READING_STREA M-B	Text	20
					FLOW_COMPUTE R_READING_STRE AM-A	Text	20





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**BID NO. MNGL/CP/2022-23/14**

					FLOW_COMPUTE R_READING_STRE AM-B	Text	20
					TURBINE_OIL_ME TER_STREAM-A	Text	20
					TURBINE_OIL_ME TER_STREAM-B	Text	20
					REMARKS	Text	50
56	PM_SR	PM_SR	Field Survey	DBF	SR_ID	Text	20
					SR_NAME	Text	20
					SR_CAPACITY	Text	50
					STATUS_OF_SLEE VE_AT_INLET_OU TLET_INSIDE_FOU NDATION	Text	20
					SR_MAKE	Text	50
					GAS_LEAK	Text	20
					NO_OF_CUSTOME R_CONNECTED	Text	20
					LAST_MAINT_DAT E	Date	8
					STATUS_OF_SAN D_INSIDE_FOUN DATION	Text	20
					CURRENT_MAINT _DATE	Date	8
					STATUS_OF_SR_F OUNDATION	Text	20
					NEXT_MAINT_DAT E	Date	8
					REMARKS	Text	50
57	PM_VALVE	PM_VALVE	Field Survey	DBF	VAL_ID	Text	20
					VALVE_NAME	Text	20
					VALVE_LOCATION	Text	50
					LAST_MAINT_DAT E	Date	8
					VALVE_SIZE	Text	50
					VALVE_MAKE	Text	20
					CURRENT_MAINT _DATE	Text	20
					VALVE_TYPE	Text	20
					NEXT_MAINT_DAT E	Date	8
					REMARKS	Text	20
58	PM_DOMESTI C_METER	PM_DOMEST IC_METER	Field Survey	DBF	DOM_ID	Text	20
					CUSTOMER_NAM E	Text	20



**MAHARASHTRA NATURAL  
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Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					ADDRESS	Text	50
					CONTACT_NO	Integer	15
					DATE	Date	8
					TIME	Date	8
					BP_NO	Text	20
					METER_NO	Text	20
					METER_READING	Integer	8
					METER_MAKE	Text	20
					METER_CONTROL _VALVE_2	Boolean	10
					BRASS_DISCONN ECTION_UNION	Boolean	10
					METER_INLET_AD APTER	Boolean	10
					METER_OUTLET_ ADAPTER	Boolean	10
					SURAKSHA_RUBB ER_TUBE	Boolean	10
					ALL_COPPER_JOI NTS	Boolean	10
					METER_REGULAT OR	Boolean	10
					METER	Boolean	10
					CHECK_METER_R UNNING	Boolean	10
					CLEAN_METER_R EGULATOR_TUBIB G	Boolean	10
					GYESER_CONNEC TION_AVAILABLE_ OR_NOT_IF_YES_ CHECK_WHETHE R_INSTALLED_AS _PER_SOP	Boolean	10
					MNGL_APPROVED _VENDOR_SIGN	Blob	20
					TPI ENGINEER_STAM P_SIGNATURE	Blob	20
					CUSTOMER_SIGN ATURE	Blob	20
					REVIEWED_BY	Text	20
					AREA_IN- CHARGE_OF_MN GL	Text	20
					REMARKS	Text	20
59	PM_CNG	PM_CNG	Field Survey	DBF	CNG_ID	Text	20
					NAME_STATION	Text	10



**MAHARASHTRA NATURAL  
GAS LIMITED**

**Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					AREA_NAME	Text	50
					LOCATION	Text	50
					DATE	Date	8
					TIME	Date	8
					PLC_TRIP_SETTING AS_PER_PRE SCRIBED_LIMITS/ ATTACH_PHOTOGRAPH	Blob	20
					ELECTRICAL_ROOM RUBBER_MATTING PROVIDED/ATTACH_PHOTOGRAPH	Blob	20
					HAZARD_WARNING MARKERS_PLACED/ ATTACH_PHOTOGRAPH	Blob	20
					CALIBRATION_OF INSTRUMENTS_AND STICKERS_IN_PLACE	Boolean	5
					CO2_FLOODING_SYSTEM SOV_WORKING_CHECK	Boolean	5
					ELECTRICAL_PANEL WIRING_AND_CLEANLINESS CHECK	Boolean	5
					ELECTRICAL_CABLE INSULATIONS	Boolean	5
					CALIBRATION_REPORTS OF_INSTRUMENTS ARE_IN_PLACE_& IT_IS_VALID	Boolean	5
					MAIN_ESD_AND_LOCALIZED ESD_WORKING_CONDITION	Boolean	5
					LIGHTING_FOR_STATION AND_OFFICE_ADEQUATE OR_NOT	Boolean	5
					ELECTRICAL_ROOM AND_OFFICE_ROOM VENTILATION_CONDITION	Boolean	5
					POWER_FACTOR_VALUE	Boolean	5




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**BID NO. MNGL/CP/2022-23/14**

					TRANSFORMER_OIL_LEVEL_AND_SILICA_GEL_CONDITION	Boolean	5
					EARTHING_READINGS_WITHIN_LIMITS_OR_NOT	Boolean	5
					COPPER_JUMPER_S_BETWEEN_FLANGES_AVAILABILITY_AND_CONDITION	Boolean	5
					PANEL_BODY_EARTHING_EQUIPMENT_EARTHING_CONDITION_CHECK	Boolean	5
					CHECK_FOR_ABNORMAL_VIBRATIONS_AND_SOUNDS_IN_EQUIPMENT	Boolean	5
					ACCESS_CONTROL_TO_ELECTRICAL_ROOM_AND_GASIFIED_AREA/ATTACH_PHOTOGRAPH	Boolean	5
					DISPENSER_SEALS_CONDITION	Boolean	5
					EARTHING_READING_DISPLAYED_OR_NOT_IN_STATION_OFFICE	Boolean	5
					TEMPERATURE_OF_BUS_BARS	Boolean	5
					HOUSE_KEEPING_OF_ELECTRICAL_ROOM	Boolean	5
					UPS_AND_STABILIZER_AVAILABILITY_AND_CONDITION	Boolean	5
					UPS_BATTERY_CONDITION_AND_VOLTAGE	Boolean	5
					UPS_BYPASS_CHANGEOVER_AVAILABILITY	Boolean	5
					AUDITED_BY	Text	20
					AUDITOR_SIGNATURE	Blob	20
					NAME_OF_OPERATOR	Text	20

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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60	PM_COMPRESSOR	PM_COMPRESSOR	Field Survey	DBF	OPERATOR_SIGN ATURE	Blob	20
					OPERATOR_CONT ACT_NO	Integer	15
					REMARKS	Text	20
					CNG_ID	Text	20
					AREA_NAME	Text	100
					LOCATION	Text	50
					DATE	Date	10
					CHECK_POWER_S UPPLY_PHASE_V OLTAGE_&_CURR ENT	Boolean	10
					RECORD_COMPR ESSOR_OPERATI NG_PARAMETERS	Boolean	10
					CHECK_COMPRE SSOR_CRANK_CA SE_OIL_LEVEL_C YLINDER_LUBRIC ATION_OIL_TANK_ LEVEL_ENGINE_C RANKCASE_OIL_L EVEL_&_ENGINE_ EJW_&_AUX_WAT ER_TANK_LEVEL	Boolean	10
					HAND_CHECK_SU CTION_VALVE_CO VERS_FROM_COO LNESS	Boolean	10
					LISTEN_FOR_ABN ORMAL_NOISES	Boolean	10
					CHECK_TEMPERA TURE_OF_WATER _TO_AND_FROM_ OF_EJW_&_AUX_ WATER_LINE_FOR _ENGINE	Boolean	10
					DRAIN_CONDENS ATE_FROM_VESS EL_AND_FILTERS	Boolean	10
					CHECK_LUBRICAT OR_OIL_DROPS_A ND_ADJUST_IF_IT _REQUIRE	Boolean	10
					CHECK_POSITION _OF_VALVES_BEF ORE_RE- STARTING_MACHI NE_CHECK_THE_	Boolean	10



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**BID NO. MNGL/CP/2022-23/14**

					VALVES WHICH SHOULD BE OPENED ARE OPENED AND VALVES WHICH SHOULD BE CLOSED ARE CLOSED		
					CHECK ENGINE AIR CLEANER SERVICE INDICATOR	Boolean	10
					CLEAN THE ENGINE AIR PRECLEANER	Boolean	10
					INSPECT FRAME LUBRICATOR PACKING CASES FOR LEAKAGE	Boolean	10
					CHECK FOR LOOSE CYLINDER FASTENERS & COMPLETE PACKAGE FASTENERS	Boolean	10
					CHECK COMPRESSOR FORCE FEED LUBRICATOR PUMP	Boolean	10
					COLLECT A COMPRESSOR & ENGINE OIL SAMPLE FOR ANALYSIS	Boolean	10
					REMOVE THE DISTANCE PIECE COVER FROM THE CROSSHEAD GUIDE AND INSPECT THE PACKING AREA ON EACH PISTON ROD	Boolean	10
					CHECK ALL STAGES COMPRESSOR VALVES	Boolean	10
					PERFORMANCE CHECK OF VALVES	Boolean	10
					CHECK THE OIL LEVEL IN AIR COMPRESSOR	Boolean	10
					CHECK FOR ANY AIR LEAKAGE RECTIFY IF FOUND ANY	Boolean	10



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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**

**BID NO. MNGL/CP/2022-23/14**

					DRAIN_WATER_F ROM_THE_AIR_RE CEIVER_OF_AIR_ COMPRESSOR	Boolean	10
					CHECK_FOR_ANY _ABNORMAL_SOU ND_RECTIFY_IF_F OUND_ANY	Boolean	10
					CHECK_THE_CON DITION_OF_AIR_C OMPRESSOR_BEL T_REPLACE_IF_R EQUIRED	Boolean	10
					CONTRACTOR_NA ME	Text	20
					CONTRACTOR_SI GNATURE	Blob	20
					CONTRACTOR_DA TE/TIME	Date/time	20
					MNGL_REPRESEN TATIVE_NAME	Text	20
					MNGL_REPRESEN TATIVE_SIGNATU RE	Blob	20
					MNGL_REPRESEN TATIVE_DATE/TIM E	Date/time	20
					REMARKS	Text	50
61	PM_DISPENS ER	PM_DISPEN SER	Field Survey	DBF	DIS_ID	Text	20
					START DATE/TIME	Date/time	20
					DISPENSER_MOD EL	Text	50
					COMPLETED_DAT E/TIME	Date/time	20
					CHECK_FOR_ANY _LEAKAGE_FROM _SOLENOID_VALV E	Boolean	10
					CHECK_OPERATI ON_OF_3_WAY_V ALVE_AND_ALSO_ CHECK_KNOB_OF _THE_VALVE_IS_I N_GOOD_CONDITI ON	Boolean	10
					CHECK_THE_CON DITION_OF_FILLIN G_NOZZLE_OR_P ROBE	Boolean	10
					CHECK_FOR_PRO PER_VENTING_TH	Boolean	10






**MAHARASHTRA NATURAL  
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GA & Ramanagara GA for implementation of GIS based  
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**BID NO. MNGL/CP/2022-23/14**

					ROUGH_VENT_LIN E_HOSE		
					CHECK_OVERALL _CONDITION_OF_ HOSES	Boolean	10
					CHECK_SUPPLY_ VOLTAGE_AND_N OTE_DOWN_THE_ READING_PHASE_ TO_NEUTRAL_&_P HASE_TO_EARTH	Boolean	10
					CLEAN_THE_ENTI RE_DISPENSER	Boolean	10
					CONTRACTOR_NA ME	Text	20
					CONTRACTOR_SI GNATURE	Blob	20
					CONTRACTOR_DA TE/TIME	Date/time	20
					MNGL_REPRESEN TATIVE_NAME	Text	20
					MNGL_REPRESEN TATIVE_SIGNATU RE	Blob	20
					MNGL_REPRESEN TATIVE_DATE/TIM E	Date/time	20
					REMARKS	Text	20
62	MR_INDUSTRI AL_METER	MR_INDUST RIAL_METER	Field Survey	DBF	INDUS_ID	Text	20
					DATE	Date	8
					BP_NO	Text	50
					INST_NO	Integer	10
					MRS_SIZE	Text	50
					BP_NAME	Text	20
					INLET_PRSR	Text	20
					OUTLET_PRSR	Text	20
					EVC_COR_OPENI NG	Double	50
					EVC_COR_CLOSI NG	Double	50
					EVC_COR_DIF	Double	50
					EVC_UNCOR_OPE NING	Double	50
					EVC_UNCOR_CLO SING	Double	50
					EVC_UNCOR_DIF.	Double	50
					RPD_MTR_OPENI NG	Double	50

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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					RPD_MTR_CLOSING	Double	50
					RPD_MTR_DIF	Double	50
					CV	Double	50
					AVG_COR_FACTOR	Double	50
					EVC_UNCOR_AVG_COR_FACTOR	Double	50
					DIFFERENCE	Double	50
					REMARKS	Text	50
63	MR_COMMERCIAL_METER	MR_COMMERCIAL_METER	Field Survey	DBF	COMM_ID	Text	20
					DATE	Date	8
					BP_NO	Integer	50
					INST_NO	Integer	10
					BP_NAME	Text	20
					AREA_NAME	Text	100
					OPENING	Double	50
					CLOSING	Double	50
					DIFFERENCE	Double	50
					CONVERSION	Double	50
					CONSUMPTION	Double	50
					REMARKS	Text	20
64	MR_DOMESTIC_METER	MR_DOMESTIC_METER	Field Survey	DBF	DOM_ID	Text	20
					DATE	Date	8
					BP_NO	Integer	50
					INST_NO	Integer	10
					BP_NAME	Text	20
					AREA_NAME	Text	100
					OPENING	Double	50
					CLOSING	Double	50
					DIFFERENCE	Double	50
					CONVERSION	Double	50
					CONSUMPTION	Double	50
					REMARKS	Text	50
65	All Customer Data	ACD	MNGL	DBF	EXECUTION DATE	Date	10
					GA_ID	Text	20
					GA_NAME	Text	50
					CA_ID	Text	20
					CA_NAME	Text	50
					BP_NO	Text	20
					BP_NAME	Text	30
					BPKIND	Text	20




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GA & Ramanagara GA for implementation of GIS based  
Asset Management System for CGD Network of MNGL.**


**BID NO. MNGL/CP/2022-23/14**

					CRN	Text	20
					REGISTRATION DATE	Date	8
					MRU	Text	20
					SR_NAME	Text	20
					AREA	Text	20
					SOCIETY_NAME	Text	20
					FLAT_NUMBER	Text	20
					BLDG_CODE	Text	20
					SUPPL	Text	20
					STREET_2	Text	20
					STREET_3	Text	20
					STREET_4	Text	20
					STREET_5	Text	20
					OTHER_CITY	Text	20
					CITY	Text	20
					PIN_CODE	Integer	6
					REMARK	Text	50
					TEL_NO	Long Integer	12
					MOBILE_NO	Long Integer	12
					EMAIL_ID	Text	20
					ID_COMMENT	Text	20
					CONSUMER_NO	Text	20
					DISTRIBUTOR_NA ME	Text	20
					AMOUNT_PAID	Double	12
					SD_REQUEST_AM T	Double	12
					SD_PAID_AMT	Double	12
					ONLINE_CHARGE S	Double	12
					ONLINE_CHARGE S_PAID	Double	12
					APPLICATION_CH ARGES	Double	12
					APPL_CHARGES_ PAID	Double	12
					METER_NO	Text	20
					METER_INSTAL_D ATE	Date	10
					MOVE_IN_DATE	Date	10
					MOVE_IN_CREATI ON_DATE	Date	10
					ACTUAL_MOVEIN_ DATE	Date	10

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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					CREATION_DATE	Date	10
					SERIAL_NO	Text	20
					PREMISE_OWNER	Text	20
					INSTALLATION	Text	20
					OMC	Text	20
					REG_CREATION_DATE	Date	10
					MOVE_OUT_DATE	Date	10
					BELEGDAT	Text	20
					EMPLO	Text	20
					MOVEIN_CBY	Text	20
					REMARKS	Text	20

Note: Bidder shall collect required attributes/information as per the table structure provided by concern EIC during field survey

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**PART - F**  
**PRICE SCHEDULE / SCHEDULE OF RATES (SOR)**

**1.0 Preamble to Schedule of Rates:**

1.1 The schedule of rate shall be read with all other sections with this bidding document.

1.2 The contractor is deemed to have studied in drawings/specifications and details of works to be done within the time schedule and should have acquainted himself of the condition prevailing at site.

1.3 The quantities given in the Schedule of Rates are indicative, tentative and approximate. Actual quantities may vary during execution of works against various items, as per final approval of the Engineer in-charge.

1.4 All costs and expenses for mobilization, equipment, transport and personnel to complete the fieldwork and preparation of Detailed Survey Report within the stipulated time schedule shall be included in the item rate for survey work.

**Tenderer's rate for any item in SOR, shall unless otherwise noted, shall include the cost of labour skilled and unskilled, Insurance coverage for the same during survey /data collection work at various sites, royalties, other revenue expenses, travelling, lodging Boarding expenses, communication expenses, temporary facilities, rework when advised by MNGL, continuation of work beyond working hours, in the night and on holidays if situation warrants, additional checks as per specification or as advised by the Engineer-in-Charge.**


1.5 No claims whatsoever except other than quantities executed shall be admissible due to any changes in the extent/ Scope of work.

1.6 Contractor shall submit Work Schedule, Quality Assurance Plan and Methodology of execution for approval by MNGL within two weeks of placement of order. Works shall commence at site only after obtaining approval. The approved documents shall become part and parcel of Schedule of Rates.

1.7 Any changes/ modifications/ alterations to the approved schedule/QAP/ Methodology shall be got approved by MNGL.

1.8 The payments of works shall be made against quantities actually executed. Contractor shall get all quantities executed duly certified by the Engineer-in-charge during the course of execution of works. Certified copies of measurements shall form the part of the invoice.

1.9 Bidders are required to quote for all items of Schedule of Rates (PART - F).


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**ITEM : Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey & mapping of existing & future pipeline network of MNGL's Nashik GA, Sindhudurg GA & Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.**

**Bid Document No. MNGL/CP/2022-23/14 dated 22.04.2022**

**1. For Nashik GA:**

Sl. No.	Description	UNIT	QTY	Unit Rate inclusive of all taxes & duties except Goods & Service Tax (in Rs.)	Quoted / Non-quoted
(1)	(2)	(3)	(4)	(5)	(6) =(4) x (5)
1	DGPS Survey & Mapping of MNGL GA & CA boundaries of through Geo-Referencing techniques by supplementing DGPS Ground control points.	Nos.	100		
2	Steel Pipeline Survey & Mapping using DGPS based Induction Utility detection Survey - For Existing Steel P/L as per MNGL Scope of work.	KM	21		
3	Survey & Mapping of Pipeline & its assets using DGPS survey methods at the time of laying – For Upcoming Steel P/L as per MNGL Scope of work.	KM	199		
4	DGPS Survey and Mapping of MDPE Pipeline – For Existing MDPE P/L as per MNGL Scope of work.	KM	60		
5	DGPS Survey and Mapping of MDPE Pipeline- For Upcoming MDPE P/L as per MNGL Scope of work.	KM	340		
6	Compilation of Geodatabase by integrating of GIS base maps layers and Gas Pipeline (Steel + MDPE) Asset layers Compilation and Integration /Migration of Pipeline and its assets information (Steel and MDPE Pipeline network and assets like valves, DRS, Customers linking, fittings, markers etc.) into Geo Database with georeferenced satellite images and GIS base maps data as per data model. (Details as per scope of work)	L/S	01		
	<b>Sub-total (in Rs.) (A)</b>				
	Percentage of Goods & Service Tax				
	<b>Goods &amp; Service tax (in Rs.) (B)</b>				
	<b>Total amount including Goods &amp; Service Tax (in Rs.) (A+B)</b>				


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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**Note:**

1. Bidder must quote for all items of price schedule (SOR).
2. Evaluation shall be done on overall least cost basis for each GA Separately to the Purchaser.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.
3. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
- a. Goods & Service Tax @-----

**Seal & Signature of Bidder**




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**2. For Sindhudurg GA:**

Sl. No.	Description	UNIT	QTY	Unit Rate inclusive of all taxes & duties except Goods & Service Tax (in Rs.)	Quoted / Non-quoted
(1)	(2)	(3)	(4)	(5)	(6) =(4) x (5)
1	DGPS Survey & Mapping of MNGL GA & CA boundaries of through Geo-Referencing techniques by supplementing DGPS Ground control points.	Nos.	50		
2	Steel Pipeline Survey & Mapping using DGPS based Induction Utility detection Survey - For Existing Steel P/L as per MNGL Scope of work.	KM	04		
3	Survey & Mapping of Pipeline & its assets using DGPS survey methods at the time of laying – For Upcoming Steel P/L as per MNGL Scope of work.	KM	65		
4	DGPS Survey and Mapping of MDPE Pipeline – For Existing MDPE P/L as per MNGL Scope of work.	KM	29		
5	DGPS Survey and Mapping of MDPE Pipeline- For Upcoming MDPE P/L as per MNGL Scope of work.	KM	57		
6	Compilation of Geodatabase by integrating of GIS base maps layers and Gas Pipeline (Steel + MDEP) Asset layers Compilation and Integration /Migration of Pipeline and its assets information (Steel and MDPE Pipeline network and assets like valves, DRS, Customers linking, fittings, markers etc.) into Geo Database with georeferenced satellite images and GIS base maps data as per data model. (Details as per scope of work)	L/S	01		
	Sub-total (in Rs.) (A)				
	Percentage of Goods & Service Tax				
	Goods & Service tax (in Rs.) (B)				
	Total amount including Goods & Service Tax (in Rs.) (A+B)				


**Note:**

- Bidder must quote for all items of price schedule (SOR).**
- Evaluation shall be done on overall least cost basis for each GA Separately to the Purchaser.**
- Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b></p> <p><b>BID NO. MNGL/CP/2022-23/14</b></p>
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3. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
- a. Goods & Service Tax @-----

**Seal & Signature of Bidder**


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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**3. For Ramanagara GA:**

Sl. No.	Description	UNIT	QTY	Unit Rate inclusive of all taxes & duties except Goods & Service Tax (in Rs.)	Quoted / Non-quoted
(1)	(2)	(3)	(4)	(5)	(6) =(4) x (5)
1	DGPS Survey & Mapping of MNGL GA & CA boundaries of through Geo-Referencing techniques by supplementing DGPS Ground control points.	Nos.	50		
2	Steel Pipeline Survey & Mapping using DGPS based Induction Utility detection Survey - For Existing Steel P/L as per MNGL Scope of work.	KM	09		
3	Survey & Mapping of Pipeline & its assets using DGPS survey methods at the time of laying – For Upcoming Steel P/L as per MNGL Scope of work.	KM	40		
4	DGPS Survey and Mapping of MDPE Pipeline – For Existing MDPE P/L as per MNGL Scope of work.	KM	44		
5	DGPS Survey and Mapping of MDPE Pipeline- For Upcoming MDPE P/L as per MNGL Scope of work.	KM	70		
6	Compilation of Geodatabase by integrating of GIS base maps layers and Gas Pipeline (Steel + MDEP) Asset layers Compilation and Integration /Migration of Pipeline and its assets information (Steel and MDPE Pipeline network and assets like valves, DRS, Customers linking, fittings, markers etc.) into Geo Database with georeferenced satellite images and GIS base maps data as per data model. (Details as per scope of work)	L/S	01		
	Sub-total (in Rs.) (A)				
	Percentage of Goods & Service Tax				
	Goods & Service tax (in Rs.) (B)				
	Total amount including Goods & Service Tax (in Rs.) (A+B)				

**Note:**

- Bidder must quote for all items of price schedule (SOR).**
- Evaluation shall be done on overall least cost basis for each GA Separately to the Purchaser.**
- Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above.**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>Tender for hiring of agency for a period of 02 years for DGPS / GIS based field survey &amp; mapping of existing &amp; future pipeline network of MNGL's Nashik GA, Sindhudurg GA &amp; Ramanagara GA for implementation of GIS based Asset Management System for CGD Network of MNGL.</b>  <b>BID NO. MNGL/CP/2022-23/14</b>
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3. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
- a. Goods & Service Tax @-----

**Seal & Signature of Bidder**