INDRAPRASTHA GAS LIMITED

TENDER DOCUMENT

FOR

HIRING OF SECURITY SERVICES IN DELHI-NCR AND OTHER GAs

TENDER DOCUMENT NO. IGL/ET2/CP/CP19027

SECTION I INVITATION FOR BID (IFB) 6

1.0 INTRODUCTION 7
2.0 BRIEF SCOPE 7
3.0 DURATION OF CONTRACT AND DELIVERY PERIOD 7
4.0 BID VALIDITY AND BIDDING PROCEDURE 7
5.0 DETAILS OF TENDER DOCUMENTS 7
6.0 DOWNLOADING OF TENDER DOCUMENT 8
7.0 BIDDER EVALUATION CRITERIA (BEC) 8
8.0 TENDER EVALUATION METHODOLOGY 10
9.0 BIDDING PROCEDURE 11
10.0 PRE-BID MEETING 11
11.0 BID SECURITY 12
12.0 GENERAL 13

SECTION II INSTRUCTION TO BIDDERS (ITB) 14

1.0 REGISTRATION PROCESS ON ONLINE PORTAL 15
2.0 SYSTEM PREREQUISITES 15
3.0 TENDER DOCUMENTS SEARCH 15
4.0 BID PREPARATION 16
5.0 BID SUBMISSION 16
6.0 ASSISTANCE TO BIDDERS 17
7.0 EMAIL SUPPORT 17
8.0 SCOPE OF BID 17
9.0 ELIGIBILITY OF BIDDERS 17
10.0 ONE BID PER BIDDER 18
11.0 SINGLE POINT RESPONSIBILITIES 18
12.0 COST OF BIDDING 18
13.0 NON-TRANSFERABILITY OF THE TENDER DOCUMENTS 18
14.0 SITE VISIT 18
15.0 CONTENTS OF TENDER DOCUMENTS 18
16.0 EARNEST MONEY DEPOSIT / BID SECURITY 19
17.0 CLARIFICATION ON TENDER DOCUMENTS 20
18.0 AMENDMENT OF TENDER DOCUMENTS 20
19.0 LANGUAGE OF BID 20
20.0 DOCUMENTS CONSTITUTING THE BID 20
21.0 BID PRICES 21
22.0 PRICE BASIS 22
23.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION 22
24.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS 22
25.0 PERIOD OF VALIDITY OF BIDS 22
26.0 FORMAT AND SIGNING OF BID 22
27.0 DEVIATIONS 23
28.0 DEADLINE FOR SUBMISSION OF BID 23
29.0 LATE BIDS 23
30.0 MODIFICATION AND WITHDRAWAL OF BIDS 23
31.0 BID OPENING 24
32.0 CLARIFICATION OF BIDS 24
33.0 CONTACTING THE PURCHASER 24
34.0 PRELIMINARY EXAMINATION 24
35.0 REJECTION CRITERIA 24
36.0 OPENING OF PRICE BID 25
37.0 ARITHMETIC CORRECTIONS 25
38.0 EVALUATION 25
39.0 OTHER CONDITIONS RELATED TO BID EVALUATION 26
40.0 COMPARISON OF PRICES 26
41.0 POST-QUALIFICATION 26
42.0 AWARD CRITERIA 26
43.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD 27
44.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS 27
45.0 CONTRACT NEGOTIATIONS 27
46.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE (LOA) 27

47.0 ACCEPTANCE OF ORDER 27
48.0 CORRUPT AND FRAUDULENT PRACTICES 28
49.0 INCOME TAX LIABILITY 28
50.0 GENERAL 28

SECTION III GENERAL CONDITIONS OF CONTRACT (GCC) 30
1.0 DEFINITIONS 31
2.0 APPLICATION 31
3.0 CONTRACTOR TO INFORM 32
4.0 SCOPE OF CONTRACT 32
5.0 INTERPRETATION OF CONTRACT DOCUMENTS 32
6.0 STANDARDS 32
7.0 CONFIDENTIALITY 32
8.0 CONTRACT OBLIGATIONS 33
9.0 MODIFICATION IN CONTRACT 33
10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS 34
11.0 PATENT RIGHTS 34
12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG) 34
13.0 INSPECTIONS AND TESTS 35
14.0 ADDITIONAL TEST 35
15.0 LATENT DEFECT 36
16.0 PAYMENT TERMS 36
17.0 PRICES AND PRICE BASIS 37
18.0 ASSIGNMENT 37
19.0 SUB-CONTRACTING 37
20.0 TIME SCHEDULE & PROGRESS REPORTING 37
21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE 38
22.0 PRICE REDUCTION SCHEDULE (PRS) 38
23.0 TERMINATION AND FAILURE CLAUSE 38
24.0 TERMINATION FOR DEFAULT 39
25.0 FAILURE BY CONTRACTOR 40
26.0 OWNER MAY DETERMINE / TERMINATE CONTRACT 40
27.0 TERMINATION FOR INSOLVENCY 41
28.0 TERMINATION FOR OWNER'S CONVENIENCE 41
29.0 FORCE MAJEURE 41
30.0 SETTLEMENT OF DISPUTES 42
31.0 LIMITATION OF LIABILITY 43
32.0 PUBLICITY AND ADVERTISEMENT 43
33.0 GOVERNING LANGUAGE 43
34.0 APPLICABLE LAW 43
35.0 NOTICES 43
36.0 TAXES, DUTIES AND LEVIES 43
37.0 TIME FOR PERFORMANCE 45
38.0 TRANSFER OF TITLE 45
39.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT 45
40.0 CHANGE IN CONSTITUTION 46
41.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE 46
42.0 CONTRACTOR TO INDEMNIFY THE OWNER 46
43.0 SAFETY REGULATIONS 47
44.0 POSSESSION PRIOR TO COMPLETION 47
45.0 DEFECTS IN WORK 47
46.0 DEFENCE OF SUITS: 48
47.0 DEDUCTIONS FROM THE CONTRACT PRICE 48
48.0 COMPLETION CERTIFICATE 48
49.0 FINAL DECISION AND FINAL CERTIFICATE 48
50.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION 48
51.0 REPEAT ORDER 49
52.0 VARIATION IN QUANTITY AT THE TIME OF ORDERING 49
53.0 INSURANCE 49
54.0 COMPLIANCE OF LAWS 49
55.0 THE ENGINEER-IN-CHARGE 50
56.0 INDEMNITY 50

57.0 LABOUR LAWS 50
58.0 EVALUATION OF PERFORMANCE 52
59.0 CONTRACTOR SAFETY MANUAL 52
60.0 WHISTLE- BLOWER POLICY 52
61.0 DATA PROTECTION AND CYBERSECURITY 52
62.0 ANTI-BRIBERY AND ANTI-CORRUPTION 52
63.0 AUDIT AND INSPECTION RIGHTS 53
64.0 RECOVERY AND SET-OFF BETWEEN MULTIPLE CONTRACTS 53
65.0 NON-SOLICITATION 53
66.0 INTELLECTUAL PROPERTY RIGHTS 53
67.0 CHANGE IN LAW 53
68.0 ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) COMPLIANCE 53
69.0 SURVIVAL CLAUSE 54
SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC) 55

1.0 DEFINITIONS AND INTERPRETATIONS 56
2.0 INTERPRETATIONS 56
3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES 56
4.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG) 56
5.0 TAXES & DUTIES 57
6.0 DURATION OF CONTRACT 57
7.0 TERMS OF PAYMENTS 57
8.0 PENALTY 57
9.0 ENGINEER-IN-CHARGE 60
10.0 ALTERATION IN SPECIFICATION, DESIGN AND EXTRA WORKS 60
11.0 CONTRACTOR'S RESPONSIBILITY 60
12.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES 60
13.0 CONTRACTOR OBLIGATIONS UNDER THE LABOUR LAWS 61
14.0 THE ENGINEER-IN-CHARGE SHALL HAVE POWER TO 61
15.0 OTHER AGENCIES AT SITE 61
16.0 TERMINATION FOR PURCHASER'S CONVENIENCE 61
17.0 PAYMENT IF THE CONTRACT IS TERMINATED 61
18.0 NO WAIVER OF RIGHTS 62
19.0 GROUP ACCIDENT POLICY 62
20.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY 62
21.0 SUB-LETTING OF CONTRACT 62
22.0 EMPLOYMENT LIABILITY OF CONTRACTOR 62
23.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT 63
24.0 RESPONSIBILITIES /OBLIGATIONS OF THE CONTRACTOR 63
25.0 OTHERS IMPORTANT TERMS & CONDITIONS 66
26.0 SPECIFIC RESPONSIBILITIES 67

MILESTONE FOR EXECUTION OF WORK 67

27.0 STATUTORY APPROVALS 67
28.0 MINIMUM REPORTS TO BE SUBMITTED BY CONTRACTOR 68
29.0 STATUTORY COMPLIANCE 68
30.0 SAFETY & STATUTORY REQUIREMENT 69
31.0 HEALTH SAFETY AND ENVIRONMENT (HSE) 70
32.0 SAFETY & STATUTORY REQUIREMENT 70
33.0 PRICE VARIATION CLAUSE 70
34.0 DOCUMENT PRECEDENCE 70
35.0 SUBLETTING AND ASSIGNMENT 71
36.0 COMPUTATION / ARITHMETICAL ERROR 71
37.0 STATUTORY APPROVALS 71

SECTION V SCOPE OF WORK 72
SECTION VI SCHEDULE OF RATES 87
SECTION VII FORMS AND FORMATS 89

FORM 1 BIDDER'S GENERAL INFORMATION 90
FORM 2 DEVIATION FORM 92
FORM 3 FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR 93

FORM 4 CERTIFICATE FROM THE STATUTORY AUDITOR / CHARTERED *95*
FORM 5 CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER *96*
FORM 6 DECLARATION *97*
FORM 7 DECLARATION OF TENDER DOCUMENT PURCAHSED / DOWNLOADED *98*
FORM 8 LETTER FROM STATUTORY AUDITOR / CHARTERED ACCOUNTANT / CHARTERED ENGINEER *99*
FORM 9 PRO FORMA FOR LETTER OF AUTHORITY *100*
FORM 10 DETAILS OF LITIGATION *101*
TECHNO-COMMERCIAL INFORMATION *102*
DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL *104*
ANNEXURE - I DECLARATION OF BID SECURITY *105*
ANNEXURE - II FORMAT FOR LETTER FROM BANK IF BIDDER'S WORKING CAPITAL *106*
ANNEXURE - III BID BOND PROFORMA / PROFORMA FOR EMD *107*
CONTRACT PERFORMANCE BANK GUARANTEE *108*

SECTION I

INVITATION FOR BID (IFB)

OPEN DOMESTIC TENDER
(THROUGH E-TENDERING MODE)

SECTION I
NOTICE FOR INVITATION FOR BIDS (IFB)

HIRING OF SECURITY SERVICES IN DELHI-NCR AND OTHER GA

TENDER DOCUMENT NO. IGL/ET2/CP/CP19027

1.0 INTRODUCTION

Indraprastha Gas limited (IGL) (hereinafter referred as "*Purchaser*") is a leading natural gas retailing and distribution company and is a joint venture of GAIL India Ltd., BPCL and Govt. of NCT of Delhi. It is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles through steel / PE pipeline networks in NCT of Delhi & NCR along with geographical areas in UP, Haryana and Rajasthan state.

2.0 BRIEF SCOPE

Scope of works under this tender includes hiring of security services in Delhi-NCR and other GAs. For detailed scope of work, refer the tender document.

Tender has been divided into 05 Segments as follows:

Segment	Region
Segment -1	Delhi
Segment -2	UP (Noida, Greater Noida, Ghaziabad, Hapur)
Segment -3	Rest of UP (Muzaffarnagar, Kanpur, Banda and adjacent Areas)
Segment -4	Haryana
Segment -5	Rajasthan

3.0 DURATION OF CONTRACT AND DELIVERY PERIOD

3.1 The contract shall be valid for period of Two (02) years from the date of first mobilization of manpower.

3.2 Mobilization period shall be done in 15 days from the intimation from IGL.

4.0 BID VALIDITY AND BIDDING PROCEDURE

4.1 Bid Validity: Bid should be kept valid for **90 (Ninety) days** from the date of opening of techno-commercial bid.

4.2 Bidding Procedure: Bidding will be conducted through **"*Open Domestic Competitive Bidding basis*"** and **"*Single stage two bid system*"** is adopted for this tender.

5.0 DETAILS OF TENDER DOCUMENTS

Tender document number	**IGL/ET2/CP/CP19027 dated 29.10.2026**
Pre-bid meeting date and time	05.11.2026 at 15:00 hrs IST
Pre-bid meeting Link	Click on the below link:
https://teams.microsoft.com/meet/452349387931983?p=RUHij0IXuMwhMhadhY	
Bid submission due date and time	**19.11.2026 till 14:30 hrs IST**
Bid Submission at	https://igl.ewizard.in/
Techno-commercial bid opening date and time	19.11.2026 at 15:00 hrs IST
Price bid opening date and time	Date and time shall be intimated later

Address for submission of EMD/Bid Security and for correspondence	HOD (C&P and Stores) C&P Department Indraprastha Gas Limited IGL Bhawan, 4, Community Centre, Sector-9, R. K. Puram, New Delhi 110 022, India.
Contact details	Telephone: +91 (11) 46074-651, 657, 659 Email: ankush.jain@igl.co.in; gaurav.agrawal1@igl.co.in; dnagar@igl.co.in

5.1 NOTE: Bidders are advised to complete the registration on e-tender portal (https://igl.ewizard.in) at least two working days prior to bid submission date as activation of new user ID may take time.

5.2 Please note that in accordance with the general conditions of tender, IGL 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.

6.0 DOWNLOADING OF TENDER DOCUMENT

6.1 Tender Document can be downloaded from ITI's e-procurement website https://igl.ewizard.in/ or from e-tender link given on official IGL website http://www.iglonline.net.

6.2 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.

6.3 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

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

6.5 Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID) Un-priced bid must be completed with all technical details along with all other required documents including unpriced SOR WITH PRICE BLANKED OUT etc.

Following documents need to be uploaded along with Un-Priced bid on e-Portal.

i) EMD/Bid Security

ii) Power of Attorney to the bid signatory on Non-Judicial Stamp Paper / Board Resolution on Company Letterhead

iii) All Forms & Formats as per Section - VII

iv) Documents for compliance of Bidder Evaluation Criteria (BEC)

v) Other techno-commercial documents required as per tender requirement, if any

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions in the prescribed format only.

7.0 BIDDER EVALUATION CRITERIA (BEC)

7.1 TECHNICAL BEC:

(a) The Agency (bidder) shall be either State Ex-servicemen Corporations or government undertaking security company or DGR empaneled agency/ Private Security Agencies possessing valid license on the date of bid submission to operate in the states for which the bids are invited (i.e. Delhi, Uttar Pradesh, Haryana and Rajasthan) as per Private Security Agencies Rules (2008), Central Act PSARA 2005.

Note: *The corporations registered with state as State Ex-servicemen Corporations or government undertaking security company or DGR empaneled agency shall not be required to provide any license*

as per Private Security Agencies Rules (2008), Central Act PSARA 2005, however, its registration with the state for which the bid is being submitted shall be required.

(b) The Agency (bidder) shall have experience of having successfully carried out and completed similar work***** in a single work order/ contract in previous 07 years reckoned from the dated of floating of tender of at least executed value as per the below table for respective groups:

Segment	Region	Minimum order value (₹)
Segment -1	Delhi	352.19 Lacs
Segment -2	UP (Noida, Greater Noida, Ghaziabad, Hapur)	195.66 Lacs
Segment -3	Rest of UP (Muzaffarnagar, Kanpur, Banda and adjacent Areas)	160.62 Lacs
Segment -4	Haryana	145.79 Lacs
Segment -5	Rajasthan	93.62 Lacs

*****Similar work shall mean the following: Agency (bidder) having provided Security Services in any PSU/ Hydrocarbon Sector company/ Multi-National Company/ private company.

7.2 FINANCIAL BEC:

1) Annual Turnover: The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the three preceding financial year shall be as below:

2) Net Worth: The net worth of the bidder must be positive for the preceding financial year.

3) Working Capital: The minimum working capital of the bidder as per audited financial statement for preceding financial year shall be as below:

Segment	Region	Annual Turn Over (₹)	Working Capital (₹)
Segment -1	Delhi	704.38 Lacs	140.88 Lacs
Segment -2	UP (Noida, Greater Noida, Ghaziabad, Hapur)	391.31 Lacs	78.26 Lacs
Segment -3	Rest of UP (Muzaffarnagar, Kanpur, Banda and adjacent Areas)	321.24 Lacs	64.25 Lacs
Segment -4	Haryana	291.58 Lacs	58.32 Lacs
Segment -5	Rajasthan	187.23 Lacs	37.45 Lacs

7.3 **NOTE:**

a) If the bidder's working capital is inadequate for the items(s) quoted, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital required as above. Line of credit must contain Tender No., Tender Description and Client Name. Letter for line of credit must be issued by a scheduled bank.

b) For multi-segment bids, meeting the BEC for any quoted segment automatically qualifies the bidder for all other quoted segments of equal or lower estimated value (as per IGL internal estimate). Consequently, meeting the BEC for the highest-valued quoted segment qualifies the bidder for all quoted segments

c) In case of tenders having bid submission date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years

d) Bidders must submit documentary evidence such as Audited Balance Sheet & Profit & Loss A/c Statement for last three financial years in support of the above.

e) Details of financial capability in prescribed form should be submitted by bidder duly signed and stamped by Statutory Auditor/Chartered Accountant with UDIN.

7.4 Documents Required:

Bidder shall submit minimum following documents to establish their credentials to meet BEC:

- In case the bidder is executing a rate contract which is still running and the quantity/value executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity/value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory Execution certificate to this effect issued by the end user/owner/ authorized consultant
- Contract / Purchase order/ Work Order copy defining the complete scope of work.
- Copy of SOR clearly describing the scope of work.
- Completion / Execution Certificate issued by end user / owner / owner representative (or their consultant who has been duly authorized by owner to issue such certificate) against the said PO / WO and duration in which execution took place.
- Audited Financial Reports including Balance Sheet and Profit & Loss Statements of three preceding financial years with UDIN.
- Any other document required for qualification against BEC clauses.

7.5 Note:

- The bidder is required to submit the documentation and proof for above requirements and IGL may at its discretion make additional checks for the same.
- It shall be noted that in case bidder fails to submit requisite details/documents, the bid submitted by bidder is liable to be rejected.
- IGL decision shall be final with respect to bidder's qualification based on bid evaluation criteria.
- **Authentication of documents**- The relevant documents as required in support of BEC clauses shall be submitted by the bidder as mentioned in forms & formats of tender document.

8.0 TENDER EVALUATION METHODOLOGY

The bidders meeting the above-mentioned Bidder Evaluation Criteria (BEC) will only be considered for further evaluation as follows:

1. Price bids of the techno-commercially qualified bidders shall be evaluated as per clauses mentioned under section IFB and ITB of the tender.
2. Bidders applying for multiple segments must meet the Bid Evaluation Criteria (BEC) for each segment they quote. If a bidder qualifies for the segment with the highest estimated value, they will automatically qualify for all the segments they have quoted. Similarly, if a bidder qualifies for any specific segment, they will also be considered qualified for all other quoted segments with an equal or lower estimated value.
3. Evaluation will be on lowest cost (L1) basis for each segment.
4. Price bids shall be opened sequentially, starting with the segments having the highest estimated contract value.
5. For each segments, Qualified bidder's status will be arranged in increasing order of their evaluated total price (L-1, L-2, L-3, …. so on). Bidder having lowest evaluated price for complete scope of work shall be considered L-1 for that segment.
6. Once a bidder is declared L-1 in any one segment, the same bidder shall not be considered for award in subsequent segments, and his bid shall not be opened.
7. However, a bidder can be awarded multiple segments, only in absence of other eligible bidders for that segment. i.e. a case may arise when no techno-commercially qualified bidder, non L-1 bidder of other segment, is available for any segment. In such case, the bids of the L-1 bidder of other segments may be opened.

8. Split of award:

   i) Segment 1 (Delhi) : 2 vendor (70:30)

   ii) After finalizing bidder to be consider for award in each segment as mentioned above, Segment-1 (Delhi) shall be split among two bidders in the ratio of 70:30. The 70% share will go to the finalized L-1 bidder. The 30% share shall be offered to the next available bidder in the order of their ranking who has not been considered for an award earlier in any segment, subject to them matching the L-1 rates.

   iii) In the event that no other eligible, un-awarded bidder is available (or willing) to accept the 30% split share in Segment-1, IGL reserves the right to offer this 30% share to bidders who have already been awarded other segments (Segments 2 to 5). This offer shall be made sequentially based on their evaluated ranking (L-2, L-3, etc.) in Segment-1, subject to the condition that they agree to match the established L-1 rates for Segment-1.

   iv) Segment -2 to segment - 5 shall be awarded to single party only.

9. If more than one bidder quotes the same rates leading to same total evaluated price of the bid, the following methodology would be used for tie breaking. Rank would be decided based on the following parameters in order of precedence

   (a) Turnover of the preceding audited financial year

   (b) Value of highest single order of similar work executed in last 7 years.

10. After opening of bid, tax rates as quoted by different bidders for each item shall be compared and if any variation is observed amongst the qualified bids then confirmation on applicable HSN codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

9.0 BIDDING PROCEDURE

9.1 The submission and opening of bids will be through e-tendering mode at https://igl.ewizard.in. Tender document can be downloaded from the website https://igl.ewizard.in or from e-tender link given on official IGL website https://www.iglonline.net.

Note:

1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with ITI Limited's e-wizard website https://igl.ewizard.in. Please also note that the bidder has to obtain digital signature + encryption token (Class III Certificates with signing and encryption combo key usage issued by any Certifying Authority recognized by CCA India with their profile) 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.

2) IGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.

10.0 PRE-BID MEETING

10.1 The bidder(s) or their designated representatives, who have downloaded the tender 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 IGL office at Plot No. 4, Sector-9, R. K. Puram, New Delhi-110022.

10.2 Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting

10.3 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.

10.4 Note:

All bidders intending to attend pre-bid meeting must send their interest through email. E-mail received from bidders within due date and time shall be invited formally through email to attend the meeting. Instructions to bidders:

(a) All the Bidders who have submitted their interest to attend the pre-bid meeting in email up 2 hours prior to start of scheduled meeting will be invited to join as guests through the link shared in mail.

(b) Upon joining the video conference, bidders have to mention their organization name as well as representative name.

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

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

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

(f) Recording shall be done for pre-bid meeting.

(g) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

11.0 BID SECURITY

11.1 All bids must be accompanied by a bid security amount as below:

Segment	Region	Bid Security / EMD (₹)
Segment -1	Delhi	20 Lacs
Segment -2	UP (Noida, Greater Noida, Ghaziabad, Hapur)	20 Lacs
Segment -3	Rest of UP (Muzaffarnagar, Kanpur, Banda and adjacent Areas)	15 Lacs
Segment -4	Haryana	15 Lacs
Segment -5	Rajasthan	15 Lacs

However, bidder quoting for more than one segment can submit a single EMD amount of **Rs.20 Lacs** only for all the quoted groups.

11.2 Bid security/EMD against e-tender can be submitted either through online e-payment mode available on e-tender portal or in the form of Letter of Credit / Demand Draft / Banker's Cheque in favour of Indraprastha Gas Ltd, payable at Delhi or in the form of Bank Guarantee from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India, as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 150 days from scheduled date of bid submission.

11.3 Bid security/EMD can also be submitted through online transaction directly to IGL account as mentioned below. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid under the EMD section of the portal, failure of which may render the bid liable for rejection.

Account No.	**200999031485**
IFSC	INDB0000005
MICR No.	110234002
Bank Name	Indusind

11.4 Bidders have to upload scanned copy of their EMD on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to VP (C&P and Stores), C&P Department, Indraprastha Gas Limited, IGL Bhawan, 4, Community Centre, Sector-9, R. K. Puram, New Delhi – 110022 within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection.

11.5 PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid

registration certificate for the tendered products/services) with their bid. Enterprise which have been re-classified as Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected.

Note: *The notification S.O.4926 (E) dated 18.10.2022 is applicable to the upward change took place in the status of Udyam Registered enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile Udyog Aadhaar Memorandum(UAM). Any reference to Udyog Aadhaar Memorandum (UAM) certificate shall not be considered for such EMD exemption.*

Declaration as per Annexure-1 to be mandatorily submitted by all such bidders along with their MSME/NSIC Certificate. Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

11.6 Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.

12.0 GENERAL

12.1 IGL reserves the right to place the order for part quantity.

12.2 IGL reserves the right to split the total scope of work among more than one bidder.

12.3 Purchaser (IGL) reserves the right to increase or decrease the scope of work of bidders before or after award of work.

12.4 Bids through Post / Fax / E-mail are not acceptable.

12.5 Purchaser will not be responsible for cost incurred in preparation and delivery of bids.

12.6 IGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

12.7 The Bidder nor any of their directors or proprietors involved in any capacity, or any of its subsidiary, affiliate, sister concern or any other agency over which the bidder has substantial control are currently serving any banning / holiday orders issued by IGL / GAIL / BPCL due to any reason. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

SECTION II

INSTRUCTION TO BIDDERS (ITB)

A. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal (https://igl.ewizard.in) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Wizard Portal. For more information, detailed guides and FAQs, bidders may visit the e-Wizard Portal https://igl.ewizard.in.

1.0 REGISTRATION PROCESS ON ONLINE PORTAL

1.1 Bidder has to enroll on the e-Procurement module of the portal https://igl.ewizard.in by clicking on the link "Bidder Enrollment".

1.2 The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.

1.3 Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on "retrieve details" button on the bidder enrolment page.

1.4 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.

1.5 Bidders will be asked to provide their refund bank account details. These details will only be used for EMD refund purpose only in case where EMD is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.

1.6 Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.

1.7 Only one valid DSC should be registered by a bidder. This can be however changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

1.8 Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section "System prerequisites" below for details.

1.9 The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to helpdeskeuniwizarde@gmail.com requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.

1.10 Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.

1.11 Foreign bidders are advised to refer "DSC details for Foreign Bidders" on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

2.0 SYSTEM PREREQUISITES

2.1 Your system should have Java installed and configured for the portal before logging in to your ID, if not follow the below steps.

2.2 Go to https://www.java.com and click on "Download" and run the downloaded setup file.

2.3 Once fully installed, search in your start menu- "Configure Java" and run it.

2.4 Go to tab "Security" of the window, click on "Edit site list". Click on "Add" and enter https://igl.ewizard.in in the new row. Click on "Add" then "Ok" and again "Ok".

3.0 TENDER DOCUMENTS SEARCH

3.1 Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.

3.2 After login, if the bidders are not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders page.

3.3 Once the bidders have marked the tenders they are interested in, these tenders will be moved to the 'Interested Tenders' page. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.4 After marking as interested, bidders can proceed for bid submission.

3.5 Bidder has to log into the site well in advance before the sale date and time of the tender in over.

3.6 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.

4.0 BID PREPARATION

4.1 Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).

4.2 Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under "My Documents" link on the portal first. These can be later attached as part of their bid documents during bid submission.

4.3 Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

5.0 BID SUBMISSION

5.1 Bidder will be entirely responsible for any last minute issues and ITI Limited or IGL shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.

5.2 For EMD, if applicable, bidder has to select the mode of payment (BG/e-payment) and fill in the required details along with scanned copy. Exempted vendors can select 'Exemption' and upload valid certificate for the same.

5.3 A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.

5.4 Bidders may need to update their encryption/cipher certificate in their Profile to enable the system to upload excel files. For this, go to the 'Profile' tab on the portal and click 'Capture cipher certificate' button on the update profile page. Follow the java application steps as instructed and save your profile.

5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.7 It is important to note that the bidder has to click on the 'Final Submit Bid button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.

5.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.9 Bidders to note that in case they wish to modify/re-upload certain documents before bid submission deadline, they can do so by going to the bid submission page and clicking re-upload action button appearing in front of each uploaded document. **In no case should the bidder click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again. It is only meant in case bidders need to withdraw their participation from a specific tender**.

6.0 ASSISTANCE TO BIDDERS

6.1 Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.

6.2 For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 eWizard Helpdesk. The contact number for the helpdesk are 011-49606060, 23710092, 23710091. You may also contact Mr. Navneet Mishra (+91-9560364871) or Mr. Amrendra (+91- 8448288980) from ITI Limited, in case of delay in resolution.

7.0 EMAIL SUPPORT

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to helpdeskeuniwizarde@gmail.com with a copy to ewizardnavneet@gmail.com and ewizardamrendra@gmail.com. Any issues encountered due to last minute actions by the bidders shall not be the responsibility of IGL or ITI Limited. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.

B. INTRODUCTION

8.0 SCOPE OF BID

8.1 The Purchaser invites bids through e-tendering mode for the entire work as specified in the tender documents (hereafter referred to as the Work).

8.2 The bidding document specifies the materials/services required as per details mentioned.

8.3 All terms, conditions and specifications of the tender document shall be construed as applicable in general, unless specifically indicated to the contrary.

8.4 Bidders shall quote in manner as specified in the tender document. In case, any contrary provision expressly stated or implied anywhere else in the tender document, purchaser reserves the right to evaluate and accept bids at their sole discretion.

9.0 ELIGIBILITY OF BIDDERS

9.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.

9.2 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 Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar works under this Invitation for Bids.

9.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.

9.4 The Bidder nor any of their directors or proprietors involved in any capacity, or any of its subsidiary, affiliate, sister concern or any other agency over which the bidder has substantial control are currently serving any banning / holiday orders issued by IGL / GAIL / BPCL due to any reason. If the documents

were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award. Also, those bidders regarding whom communication has been received by IGL from related ministry regarding banning / holiday shall also be disqualified from bidding process.

9.5 Bids received from bidders who have initiated any court proceedings, arbitration proceedings or started any other litigation process with IGL and pending for settlement shall not be considered for evaluation.

10.0 ONE BID PER BIDDER

10.1 Each bidder shall submit only one bid in the same bidding process either by himself or as a member of consortium/joint venture, (wherever consortium or joint venture is allowed). A bidder who submits or participates in more than one bid in the same bidding process will cause all the proposals in which the bidder has participated to be disqualified.

10.2 "More than one bid" means bid(s) by bidder(s) having any of the Proprietor / Partner / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply with this clause during tendering process will disqualify all such bidders from process of evaluation of Bids.

10.3 Alternative Bids shall not be considered.

10.4 The provisions mentioned above at sub-clause point-1 & point-2 shall not be applicable wherein Bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender, which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

11.0 SINGLE POINT RESPONSIBILITIES

11.1 The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub-service provider.

12.0 COST OF BIDDING

The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

13.0 NON-TRANSFERABILITY OF THE TENDER DOCUMENTS

13.1 Tender documents are non-transferable. The party to whom the Tender documents are issued may only furnish the bid. The bid received from any party other than to whom the Tender documents are issued shall be rejected immaterial of fact of any relationship between party to whom Tender documents are issued and party, who furnished the bid.

14.0 SITE VISIT

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

14.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

C. BID DOCUMENTS

15.0 CONTENTS OF TENDER DOCUMENTS

15.1 The Tender documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause of Instruction to Bidder (ITB):

(a) Section – I - Invitation for Bid (IFB)

(b) Section – II - Instruction to Bidder (ITB)

(c) Section – III - General Conditions of Contract (GCC)

(d) Section – IV - Special Conditions of Contract (SCC)

(e) Section – V - Scope of Work (SOW)

(f) Section – VI - Schedule of Rates (SOR)

(g) Section – VII - Forms and Formats

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

16.0 EARNEST MONEY DEPOSIT / BID SECURITY

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

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

16.3 Non-submission of EMD (in form of BG in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.

16.4 Original Bid Security in the form of BG/LC/DD/Banker's Cheque shall be submitted in a sealed envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.

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

16.6 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their profile on the e-tender portal.

16.7 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.

16.8 The bid security may be forfeited if

(a) The bidder withdraws the bid within its validity.

(b) The bidder revised / modified their bids suo moto affecting the bid requirement

(c) The bidder does not accept the LOA/PO/Contract

(d) Execution of job has not started as per timelines defined in tender document.

(e) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.

16.9 In case of default by bidders under MSME / NSIC category under heads (a) to (e) above, recovery letter for amount equivalent to Earnest Money Deposit (EMD) / Bid Security shall be sent to bidder and information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises, Udyog Bhawan, Rafi Marg, New Delhi - 110011.

16.10 PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. Enterprise which have been re-

classified as Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected.

Note: *The notification S.O.4926 (E) dated 18.10.2022 is applicable to the upward change took place in the status of Udyam Registered enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile Udyog Aadhaar Memorandum(UAM). Any reference to Udyog Aadhaar Memorandum (UAM) certificate shall not be considered for such EMD exemption.*

Declaration as per Annexure-1 to be mandatorily submitted by such bidders with their MSME/NSIC certificate. Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

17.0 CLARIFICATION ON TENDER DOCUMENTS

17.1 A prospective bidder requiring any clarification of the Tender documents may notify the Owner and / or the Consultant as the case may be, in writing or by email at the address indicated in the tender/RFQ. The Owner will respond in writing to any request for clarification of the tender documents which it receives after issue of the tender documents but prior to at least two (02) working day prior to the bid submission date. Written copies of the Owner's response (including an explanation of the query but not necessarily identifying the source of inquiry) will be hosted on ITI Limited's e-tendering website https://igl.ewizard.in and official IGL website https://www.iglonline.net along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Tender documents.

18.0 AMENDMENT OF TENDER DOCUMENTS

18.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.

18.2 Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on the IGL's official website and ITI's e-tendering website before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addenda / corrigenda / clarifications to bidders query hosted on the above websites before submitting the bid.

18.3 Bidders are advised to visit IGL's websites and ITI's e-tendering website from time to time to get updated information / documents.

18.4 In case of any inconsistency between an addendum/corrigendum and this tender document, the addendum/corrigendum shall prevail and in similar case between two or more addenda/corrigenda, the last issued addendum/corrigendum shall prevail.

18.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

D. PREPARATION OF BID DOCUMENT

19.0 LANGUAGE OF BID

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

19.2 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

20.0 DOCUMENTS CONSTITUTING THE BID

20.1 The Bidder must provide individual and factual replies to specific questions asked in the forms. In addition to technical data, bidder must supply background information about the company's organization, size and financials for last financial year or as required over and above as per the appended forms.

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

- Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the portal as per list appended to this tender document named "DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL".
- Techno-commercial information by the bidder in the specified format on the e-tender portal (reference checklist of TECHNO-COMMERCIAL INFORMATION SHEET appended to this tender document)
- Price bid SOR as per prescribed format on the e-tender portal. (for reference, format is provided at Section – "Schedule of Rates")

20.3 All the documents submitted in pdf format shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.

20.4 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender 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.

20.5 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.

20.6 All signatures in bids shall be dated, as well as all pages of bids shall be initialled 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.

20.7 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.

20.8 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.

21.0 BID PRICES

21.1 The Prices should be quoted in INR only.

21.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices/percentage (as applicable) of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

21.3 Bid quoted for part scope is liable to be rejected.

21.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation or provision for price variation provided in the tender document.

21.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads, provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.

21.6 Bidders to indicate HSN/SAC Code & % of GST, if/as applicable in un-priced SOR.

21.7 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 in taxes & duties for Indian bidders)

21.8 GST applicable for delivering the material in IGL stores /sites located in the state of NCT of Delhi shall be to the bidders account & paid by the bidder. IGL will furnish requisite road permits for facilitating entry ordered material in to the state on request by the bidder. Bidder has to note and quote accordingly.

22.0 PRICE BASIS

22.1 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 in taxes for Indian bidders or provision for price variation provided in the tender document).

23.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

23.1 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.

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

(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

24.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS

24.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

24.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

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

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

25.0 PERIOD OF VALIDITY OF BIDS

25.1 The bid shall remain valid for 90 days from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.

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

26.0 FORMAT AND SIGNING OF BID

26.1 All copies of the bid uploaded 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.

26.2 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.

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

27.0 DEVIATIONS

27.1 Purchaser 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.

27.2 **Deviation, if any has to be listed only in the Form-2 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 has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.

27.3 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, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

E. SUBMISSION OF BIDS

28.0 DEADLINE FOR SUBMISSION OF BID

28.1 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.

28.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the tender document 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.

29.0 LATE BIDS

29.1 Any bid received by the Owner/ Consultant after the deadline for submission of bids prescribed by the Owner/ Consultant will be rejected.

29.2 Bidders have to upload scanned copy of their EMD or Exemption certificate with declaration letter (**Annexure-1**), as applicable, on the e-tender portal. During bid opening, any bid uploaded without such EMD/Exemption certificate copy shall be summarily rejected.

29.3 Bidders submitting bid security in the form other than that of online transaction, bidder shall submit the same in physical form to HOD (C&P), C&P Department, Indraprastha Gas Limited, IGL Bhawan, 4, Community Centre, Sector-9, R. K. Puram, New Delhi – 110022 within 07 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.

30.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

F. BID OPENING AND EVALUATION

31.0 BID OPENING

31.1 The Purchaser will open all bids on the e-tendering portal, at the time, on the date (as specified in IFB). The participated bidders may view the result of opening on the e-tender portal using their respective login ID. The Bidders' representatives, who choose to attend the bid opening physically, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.

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

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

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

32.0 CLARIFICATION OF BIDS

24.1 All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.

33.0 CONTACTING THE PURCHASER

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

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

34.0 PRELIMINARY EXAMINATION

34.1 The Purchaser 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.

34.2 The Purchaser 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.

34.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser 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 Tender documents without deviations.

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

35.0 REJECTION CRITERIA

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

35.2 The provisions of the following clauses of the Tender document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:

(a) Firm Price

(b) EMD/Bid Security Declaration

(c) Complete Scope of work

(d) Specifications

(e) Price Schedule in other than prescribed format or with insertion of any condition(s)

(f) Delivery / Completion Schedule

(g) Period of Validity of bid

(h) Price Reduction Schedule / Penalty provisions

(i) Performance Bank Guarantee/ Security Deposit

(j) Guarantee/Warranty/Defect Liability of goods / work

(k) Arbitration / Resolution of Dispute

(l) Force Majeure

(m) Applicable Laws

(n) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

(o) Non-submission of Price Bid in Price Bid Envelope/Cover-2.

(p) Non-submission of declaration regarding Holiday Listing status

Deviation to a clause if considered acceptable, with financial loading declared in tender document shall not be included in rejection criteria.

36.0 OPENING OF PRICE BID

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

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

37.0 ARITHMETIC CORRECTIONS

37.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

b) In cases where a different summary price schedule and separate individual price schedules are provided to be filled in and if there is a discrepancy between the amount in the summary schedule and the summation arrived at by adding the individual schedules the higher of the two will be taken for the purposes of bid evaluation, while the lower of the two will be taken for the award if selected.

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

37.3 In case of e-tenders, result after opening shall be available to view for the eligible bidders on their respective login ID.

38.0 EVALUATION

38.1 The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

a. Arithmetical errors will be rectified on the following basis. If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

b. OWNER's evaluation and comparison of prices of previously determined substantially responsive bids shall take following in account. The evaluation shall be made on total quoted price basis. The evaluated price shall include the following: -

i) Unit price inclusive of all overheads and all taxes and duties including GST or any other applicable tax.

ii) Evaluation of price bid shall be done as per Tender Evaluation Methodology specified under **Section-I (IFB)** of the tender document.

iii) After opening of bid, tax rates as quoted by different bidders for each item shall be compared and if any variation is observed amongst the qualified bids then confirmation on applicable HSN codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

39.0 OTHER CONDITIONS RELATED TO BID EVALUATION

39.1 Canvassing in any form will make the bid liable for rejection.

39.2 Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.

39.3 Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation Criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.

39.4 Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.

39.5 Bid should be complete covering the total scope of work indicated in the Tender documents.

39.6 Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

39.7 In case if more than one bidder quotes the same rates, then ranking of bidders shall be based on the turnover achieved during the preceding financial year.

40.0 COMPARISON OF PRICES

40.1 The comparison of the prices of the bidders shall be on total value quoted for complete scope of work including Owner’s liability towards all taxes and duties including GST and any other taxes and duties as applicable.

40.2 Technical loading, if any, as defined in Technical Specification shall be considered while comparing prices.

40.3 Commercial loading, if any, as defined in Commercial Part of the Tender Document shall be considered while comparing prices.

41.0 POST-QUALIFICATION

41.1 In the absence of pre-qualification, the Purchaser 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.

41.2 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, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

G. AWARD

42.0 AWARD CRITERIA

Subject to ITB Clauses, the Purchaser will place the order on the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily.

43.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

43.1 Purchaser 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. The tendered quantities shall be considered for evaluation purpose.

43.2 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 unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

43.3 Purchaser (IGL) shall have full right to divide the total scope of work among two or more bidders as per the requirement. It will be ensured that share of business is awarded in line with the ranking of bidders in terms of their evaluated value.

44.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Purchaser's action.

45.0 CONTRACT NEGOTIATIONS

45.1 Purchaser will enter into negotiations with the preferred Bidder to identify any needed revisions to the proposal, both technical and commercial. The final contract must stipulate that the Bidder will deliver the services and other requirements as stated in the tender. The Bidder should also be aware that the following documents may be included as attachments to the final contract:

- Response to this tender i.e. Techno-Commercial Un-Priced Bid and Price Bid, including any supporting documents and correspondence between the two parties pertaining to the tender.
- Any modifications to the bid.
- An implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.

45.2 Purchaser reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract. Should a contractual agreement not be reached with the preferred Bidder for any reason, Purchaser reserves the right to enter into negotiations with any other Bidder(s).

46.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE (LOA)

46.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

46.2 The date of letter of intent for notification of award will constitute effective date.

46.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.

46.4 Upon the successful Bidder's furnishing of the Contract-Cum-Equipment Performance Bank guarantee pursuant to ITB Clause.

46.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.

46.6 Letter of intent read in conjunction with tender documents shall be binding Contract.

47.0 ACCEPTANCE OF ORDER

Purchaser will issue the Purchase Order to the successful bidder on receipt of acceptance of LOA, within 15 days of award of work bidder shall sign all pages and return the acceptance copy of the Work Order to the Purchaser.

48.0 CORRUPT AND FRAUDULENT PRACTICES

48.1 The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser 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 public official in contract execution; and

ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practise amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

48.2 Purchaser will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;

48.3 Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

48.4 The Bidder and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodging of responses.

48.5 Also the Bidder and their representatives must not directly or indirectly attempt to unduly influence the outcome of the tender process.

48.6 The Bidder warrants and undertakes to the Owner that the Bidder:

(a) shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;

(b) shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;

(c) has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;

(d) from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;

(e) shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.

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

49.0 INCOME TAX LIABILITY

The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

50.0 GENERAL

50.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Purchaser to exercise the same at any later date.

50.2 The work will be supervised by Purchaser's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

50.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service(s) required. The quantity of work / service(s) shown in the Schedule of rates is tentative.

50.4 The contract period shall be reckoned from the date of Letter of Acceptance (LOA) or as mentioned therein.

50.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (except statutory variation in the rate of service tax) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

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

(a) **'Agreement' or 'Contract'** means the agreement entered into between the Purchaser / Owner and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.

(b) **'Completion Schedule'** means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.

(c) **'Contract Documents'** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.

(d) **'Contract Price'** means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.

(e) **'Day', 'Month' or 'Year'** means calendar day, calendar month or calendar year.

(f) **'Engineer In-charge'** means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer In-charge is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer In-charge. In case the Agreement does not specify the intervention by the Engineer In-charge, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.

(g) **'Effective Date'** means a date on which Contractor's obligations will commence and thereupon Completion Schedule will be drawn up.

(h) **'Goods'** means all of the equipment, machinery, and/or other materials which the Contractor may be required to supply to the Purchaser / Owner under the Agreement.

(i) **'GCC'** means the General Conditions of the Contract contained in this section.

(j) **'Inspector'** means any person or outside Agency nominated by Purchaser / Owner to inspect work, equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.

(k) **'Notification of Award'** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Acceptance (LOA) issued to a successful bidder for award of the work pursuant to bidding process.

(l) **'Purchaser' or 'Owner'** shall mean Indraprastha Gas Ltd. (IGL), a company incorporated in India having its registered office at IGL Bhawan, 4, Community Centre, Sector-IX, R.K.Puram, New Delhi-110022, India. The term Owner includes its successors & assigns.

(m) **'Services' or 'Works' or 'Ancillary Services'** means the services required to be performed by the Contractor as per the Agreement including those services ancillary to the supply of any Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.

(n) **'Site' or 'Purchaser's stores'** means the place or places named in tender document for execution of work and/or delivery of goods.

(o) **'SCC'** means the Special Conditions of the Contract forming a part of the Contract Documents.

(p) **'Contractor' or 'Seller' or 'Supplier' or 'Vendor'** means the individual person or firm or body corporate providing the Services and/or supplying the Goods under the Agreement.

(q) **'FOT' –** means that the Services and/or Goods or supply items shall be delivered and done at site(s), warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

2.0 APPLICATION

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

3.0 CONTRACTOR TO INFORM

3.1 The Contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction and warrants that he has obtained all necessary information as to risks, contingencies, and other circumstances which may influence or affect the execution of the Contract. Any lack of information or any errors, omissions, or discrepancies in the Contract Documents shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract, and no claims for additional time or compensation shall be entertained on such grounds.

4.0 SCOPE OF CONTRACT

4.1 Scope of the CONTRACT shall be as defined in the Purchase Order / Contract specifications, drawings and Annexure thereto. For provisions not covered under the Purchase Order / Contract, provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the tender document against which the Purchase Order / Contract has been placed shall prevail.

4.2 The Contractor shall follow the best modern practices in the execution of services and provide the Services in a thorough workmanlike manner and execute the work in prescribed time to the entire satisfaction of Purchaser.

4.3 The documents once submitted by the Contractor shall be firm and final and not subject to subsequent changes. The Contractor shall be responsible for any loss to the Purchaser / Consultant consequent to furnishing of incorrect document/data/drawings.

4.4 All dimensions and weight used for execution of work should be in metric system.

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

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

4.7 This Agreement is non-exclusive, and the Purchaser may engage other contractors for similar services. There is no minimum guarantee of work volume, and the Purchaser shall not be liable for any claims arising from reduced or no utilization of the Contractor's services.

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

5.1 Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

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

6.0 STANDARDS

6.1 The Services provided under this Agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Services. Such standards shall be the latest issued by the concerned institution.

7.0 CONFIDENTIALITY

7.1 The Contractor cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector.

7.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent. Such damages shall be in addition to any other remedies available to IGL, including termination of the Contract.

7.3 However, these obligations do not apply to documents for which it can be demonstrated that,

- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

7.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Purchaser in these matters.

7.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's obligations under the Agreement.

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

7.7 The obligations under this Clause 7 shall survive the termination or expiration of the Contract for a period of five (5) years.

8.0 CONTRACT OBLIGATIONS

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

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

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

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

9.0 MODIFICATION IN CONTRACT

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

9.2 Purchaser / Consultant shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices and other documents which purport to impose any conditions at variance with or supplemental to Contract.

10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

10.1 In case the Contractor's performance is delayed due to any act or omission conclusively and solely attributable to Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Work or fulfillment of obligations, to the extent such omission on the part of the Owner has demonstrated and caused direct delay in the Contractor's performance of his Work against written request by contractor within 7 (seven) days of the occurrence of such delay and after Owner's thorough verification and sole determination.

10.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted, except when contractor is requested and authorised in writing by Owner to maintain the agreed time schedule of completion by engaging additional Contractor's personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date / interim targets. Any such price adjustment shall be subject to Owner's prior written approval of the detailed costs and scope of acceleration, which must be clearly justified by the Contractor.

11.0 PATENT RIGHTS

11.1 The Contractor shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods. Therefore, the Contractor shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Work to the extent needed to avoid any such infringement.

11.2 In case of legal action or proceedings for infringement against the Owner, the Contractor undertakes to:

- Stand up for the Owner in the defence of his rights and interests;
- Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
- Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests;
- Reimburse to the Purchaser, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings;
- To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Contractor alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.

11.3 In case of legal action or proceedings for infringement brought against the Purchaser, the Contractor has the right to participate in the Owner's defence. Any transaction with the third party in such cases shall be discussed and jointly agreed by the parties, wherever feasible.

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

12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

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

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

12.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance

Bank Guarantee (BG) shall be further 30 days beyond the validity of the BG. The Bank Guarantee will be discharged by Purchaser not later than 6 months from the date of expiration of the Contractor's entire obligations, including any warrantee obligations / defect liability period, under the Contract.

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

12.5 The Company shall have the right to forfeit the CPBG / security deposit in case of non-satisfactory performance of the contract breach, or potential breach of the contract, without prejudice to other remedies.

12.6 The CPBG shall be unconditional, irrevocable, and payable on demand, without demur or reference to the Contractor.

13.0 INSPECTIONS AND TESTS

13.1 The Contractor will submit to Purchaser the Quality Assurance Plan (QAP) regarding the services required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Contractor, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or carry out inspections, beyond which the progress of the specified activity will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)

13.2 The Contractor will inform Purchaser fifteen (15) Days in advance for readiness of Work performed under the Agreement for all such identified CHP's.

13.3 The Purchaser or its representative shall have the right to inspect and/or to inspect the Work performed by Contractor to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's representative / Inspector shall be to the account of the Contractor. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.

13.4 The inspections and tests may be conducted on the premises of the Contractor or its sub-Contractor(s), at point of execution of Work. If conducted on the premises of the Contractor or its sub-Contractor(s), all reasonable facilities and assistance, including access to drawings and other data, shall be provided by the Contractor to the inspectors at no charge to the Owner.

13.5 Notwithstanding any other provision in this Agreement, the Contractor hereby expressly waives any requirement that inspections or tests of the Goods be conducted only in the presence of the Contractor or its authorized representative.

13.6 The absence of the Contractor or its representative during such inspections or tests shall not:

(a) Affect the validity or conclusiveness of the inspection or test results;

(b) Be construed as non-compliance with procedural fairness;

(c) Be grounds for dispute or rejection of the inspection findings.

13.7 The Contractor shall be deemed to have accepted the results of such inspections and tests unless a written objection, supported by technical justification, is submitted to the Purchaser within seven (7) days of receipt of the inspection report.

13.8 Should any inspected or tested Work fail to conform to the Specifications, the Owner may reject the Work, and the Contractor shall make alterations necessary to meet Specification requirements free of cost to the Purchaser.

13.9 Nothing mentioned in this Inspection and Tests clause shall in any way release the Contractor from any warranty or other obligations under the Agreement.

14.0 ADDITIONAL TEST

14.1 The Purchaser can also request for additional tests which were not identified and specified in the QAP, but considers necessary to ensure the quality of the services provided under the Agreement.

14.2 In any case, additional tests shall be designed so as to require a minimum of time. Provided further before starting these additional tests, the Contractor defines and justifies, to the Purchaser's satisfaction, the possible effects of the duration of these tests on the contractual time-limits / schedule(s). The Purchaser reserves the absolute right to reject such proposed tests, or the Supplier's proposed time impact, if not fully satisfied with the justification or the quantified impact. The Supplier shall not proceed with such tests until explicit written approval from the Purchaser is received, and any related time extension is formally agreed upon.

14.3 The Contractor places at the disposal of the Purchaser, or of the chosen official or approved organization, the tools and/or items of general use, which belong to him as well as the staff necessary for the additional tests decided by the Purchaser.

14.4 Should these additional tests reveal unacceptable faults, taking into account the features asked for and the Specifications that entail the repair or rejection of the relevant item or components, the Contractor will be responsible of the ensuing delays, inasmuch as these tests have been made in the shortest possible time. He shall bear, in such case, any costs he has had to incur for the carrying out of the tests.

14.5 If, on the other hand, the additional tests do not reveal, in the opinion of the Purchaser, unacceptable faults as indicated above, the cost borne by the Contractor for carrying out of these tests will be invoiced to the Owner, after prior justification, and the Contractor may be entitled to reasonable extension of the time limit.

15.0 LATENT DEFECT

If any latent defect (a defect which could not have manifested itself in the normal course of inspection and testing as per relevant codes, test procedures and contract specifications and normal usage as per industry practice will be referred to as latent defect) surfaces within five years of completion of contracted Work, the Contractor shall rectify and make good, as the case may be, within technically reasonable period to the satisfaction of the Purchaser and without any additional liability on the Purchaser, whatsoever.

16.0 PAYMENT TERMS

16.1 The Contractor's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.

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

16.3 General Notes:

(a) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Fax of Intent together with Performance Guarantee as applicable.

(b) For dispatches on FOT dispatch point (in India) basis, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

(c) Payment shall be released within 45 days after receipt of relevant documents complete in all respects.

(d) All bank charges incurred in connection with payments shall be to Contractor's account in case of Indian bidders and to respective accounts in case of foreign bidders.

(e) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

(f) No interest charges for delay in payments, if any, shall be payable by Purchaser.

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

17.0 PRICES AND PRICE BASIS

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

18.0 ASSIGNMENT

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

19.0 SUB-CONTRACTING

19.1 The Contractor shall notify the Owner in writing of all sub-contracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement.

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

19.3 For any sub-contract, the Purchaser is entitled to demand from the Contractor, for approval of the list sub-contractors the Contractor intends to involve and of the orders he may entrust to them. The Purchaser may further demand that proposals of competitors be produced for him to examine. Approval by the Owner shall not create any direct contractual relationship or legal bond between the Purchaser and the sub-contractors and explicitly leaves full and unmitigated responsibility solely with the Contractor for all obligations under this Agreement, including but not limited to the quality, timelines, and performance of any subcontracted work

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

20.0 TIME SCHEDULE & PROGRESS REPORTING

20.1 Time Schedule Network / Bar Chart

(a) Together with the Contract confirmation, Contractor shall submit to Purchaser, his time schedule regarding the study, documentation, implementation, commissioning, and inspection and testing of the Services / Works.

(b) The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding study, documentation, implementation, commissioning, and inspection and testing of the Services / Works.

(c) The original issue and subsequent revisions of Contractor's time schedule shall be sent to Purchaser.

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

20.2 Progress Trend Chart / Monthly Report

(a) Contractor shall report monthly to Purchaser, on the progress of the execution of Contract and achievement of targets set out in time bar chart.

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

(c) The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with Contract confirmation.

20.3 Purchaser's / Consultant's representatives shall have the right to inspect Contractor's premises with a view to evaluating the actual progress of work on the basis of Contractor's time schedule documentation.

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

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

21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

21.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Completion Schedule.

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

21.3 Except as provided under GCC Clause – "Force Majeure" or for the reasons solely attributable to the Purchaser, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause 2 without the application of PRS.

21.4 In addition to PRS, IGL may, at its discretion, impose additional penalties for repeated delays, including suspension of payments or partial termination of the Contract.

22.0 PRICE REDUCTION SCHEDULE (PRS)

22.1 Time is the essence of the Contract. In case there is delay in completion of the services, attributable to the service provider, the service provider shall pay as compensation for delay and not as penalty in form of price reduction as detailed here under:

22.2 If the service provider fails to deliver performance of the service within the time period(s) specified in the Order/Contract, IGL shall without prejudice to any other remedy(s) under the Order/Contract, reduce the contract value by a sum calculated as mentioned below:

22.3 Price Reduction will be applicable @½% of the total order value (incl. taxes) per week of delay or part thereof in completion of services subject to a maximum (ceiling) of 5% of total order value (incl. taxes).

22.4 The portion of the services completed in all respect shall not be considered for applying PRS, if delivered within the contractual delivery period. The remaining services, which have been completed beyond the contractual period, shall attract PRS @½% for the value of the service in respect of which default in delivery has taken place subject to maximum of 5%.

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

23.0 TERMINATION AND FAILURE CLAUSE

23.1 This clause outlines general principles. Specific grounds and procedures are detailed in Clauses 24.0 to 28.0. Time and date of delivery shall be the essence of the contract. If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part

or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract.

23.2 Termination of the contract as provided for above shall not prejudice or affect the rights of the owner, which may have accrued up to the date of such termination.

23.3 Termination and failure may also attract provisions of Holiday Listing Policy.

23.4 Grounds of termination:

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

(a) If the contractor has got the contract by fraudulent means or suppression of material fact, which would have bearing on the award of contract.

(b) The contractor goes insolvent

(c) If the continuance of the business is stopped by any court of law or any authority of Government.

(d) In case the contractor is the company and has been wound up by the court.

(e) In case of proprietorships firm, if the firm gets dissolved.

(f) In case of partnership firm, if the partner goes mentally insane.

(g) The contractor breaches any of the provision of the contract then IGL shall have liberty to terminate the contract.

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

24.0 TERMINATION FOR DEFAULT

24.1 Except for the cases provided for in Clause no. 29 "Force Majeure", if the Supplier fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the owner at its option by written notice to the supplier

(a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.

(b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.

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

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

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

24.4 Upon termination for default, the Contractor shall forfeit any rights to payment for uncompleted work and shall reimburse IGL for all costs incurred in completing the Work through alternative means, including any differential costs.

25.0 FAILURE BY CONTRACTOR

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

25.2 Owner has reserved an option to determine the contract, the security deposit furnished by the contractor is liable to be forfeited as also the excess cost which may become payable by the owner in getting the work executed, through an alternative agency, may be recovered from the contractor.

25.3 Failure of contractor to execute the work as per contract:

If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer In-charge or if the contractor fails to carry out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or if the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary, not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction; then, in each of the above mentioned cases the owner shall have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants and stock thereon and to revoke the contractor's license to use the same and to complete the work by his agents, other contractors or work men or to relate the same upon any terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the contractor for the said materials other than such as may be certified in writing for the Engineer In charge to be reasonable.
The above provisions expressly provide for owner's right to take possession on site and work in whatever condition the same exists at the time of breach or breaches as listed herein above may have been committed by the contractor. The clause further provides that in getting the job executed any additional payments or extra cost incurred shall be recovered from the dues of the contractor.

25.4 Owner may do part of work:

In case the contractor shall fail to comply with any instructions given in accordance with the provisions of contract, owner has the alternative right instead of assuming charge of entire work to place additional labour force, tools, equipment and materials on such parts of the work as the owner may designate or also engage another contractor to carry out the work. In such a case the owner shall deduct from the amount which otherwise might become due to the contractor the cost of such work and material with 10% added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor is contractually bound to pay the difference to the owner.

26.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

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

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

27.0 TERMINATION FOR INSOLVENCY

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

28.0 TERMINATION FOR OWNER'S CONVENIENCE

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

28.2 The Work that is complete and ready for commissioning as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.

28.3 For the remaining Work, the Owner may elect:

(a) To have any portion completed and delivered at the Agreement terms and prices and / or

(b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or

(c) To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.

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

29.0 FORCE MAJEURE

29.1 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 respective parties.

29.2 The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, unprecedented floods, rebellions, explosions, hurricane, sabotage, civil commotions, epidemic, pandemic, government restrictions and acts and regulations of respective Government of the two parties, namely the Owner and the Supplier, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods which has rendered direct impact on Supplier. Internal labor disputes, financial hardship, or failure to obtain permits shall not constitute Force Majeure.

29.3 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. The burden of proof proving that event qualifies as Force Majeure under this clause was

unforeseeable and unavoidable, was directly prevented or delayed performance, and the party took reasonable steps to mitigate the impact lies on the party invoking Force Majeure.

29.4 The Party affected by a Force Majeure event shall:

(a) Duty to Mitigate

Exercise all commercially reasonable efforts and diligence to mitigate, avoid, or overcome the effects of the Force Majeure event and to minimize any resulting delay or non-performance under this Agreement.

(b) Duty to Resume Performance

Resume full or partial performance of its obligations under the Agreement as soon as reasonably practicable after the cessation of the Force Majeure event or its impact.

(c) Duty to Inform

Provide the other Party with periodic written updates, at intervals not exceeding fifteen (15) days, detailing:

29.4.c.1 The status of the Force Majeure event;

29.4.c.2 Steps taken to mitigate its impact;

29.4.c.3 Estimated timelines for resumption of performance.

Failure to comply with the above obligations may result in the affected Party forfeiting its right to claim relief under this Force Majeure clause, unless such failure is itself caused by the Force Majeure event.

29.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has demonstrably impacted the critical path of the overall completion schedule, as determined solely by the Owner, and not merely a non-critical activity."

29.6 If deliveries of bought out items and/or works to be executed by the supplier are suspended by Force Majeure conditions lasting for more than 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually by giving fifteen (15) days' written notice with the objective of defining clear remedial actions and revised, mutually agreed timelines.

29.7 If during the concurrence of the contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affects the execution of the work, the supplier 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 owner shall be entitled, at any time after such outbreak of war to terminate the contract by giving notice in writing to the supplier and upon such notice being given the supplier shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

29.8 If the contract shall be terminated under the provisions of the above clause, the supplier shall with all reasonable diligence remove from the site all the supplier's equipment and shall remove similar facilities of his sub-suppliers.

30.0 SETTLEMENT OF DISPUTES

30.1 The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.

30.2 Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.

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

30.4 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. DIAC and that dispute shall be adjudicated in accordance with their

respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution.

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

30.6 The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

30.7 The seat of the arbitration proceedings shall be in Delhi and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.

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

30.9 Disputes shall be resolved in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended. In addition, the Owner may seek remedies under the Specific Relief Act, 1963, including substituted performance or injunctive relief, where applicable.

31.0 LIMITATION OF LIABILITY

31.1 Except in cases of wilful negligence or wilful misconduct, or in the case of third-party claims for bodily injury, death, or property damage, or Environmental damage or violations of applicable safety laws and in the case of infringement of IPR, the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay Price Reduction to the Purchaser and the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

32.0 PUBLICITY AND ADVERTISEMENT

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

33.0 GOVERNING LANGUAGE

33.1 The agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the agreement which are exchanged by the parties shall be written in the same language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. In case, any document / brochure etc. Is written in any other language then its English translation shall govern.

34.0 APPLICABLE LAW

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

35.0 NOTICES

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

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

36.0 TAXES, DUTIES AND LEVIES

36.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and

restrictions imposed by all the Labour Laws or any other law affecting employer-employee relationship The Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

36.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.

36.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

36.4 The Contractor/Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, any other duty on services or any other tax payable and/or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority. The rate in SOR is inclusive of all the above referred taxes/duties.

36.5 Any statutory variation in GST within the contractual period for the SOR items shall be to IGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only and any variation in taxes beyond such period shall be borne by the Contractor without any right to claim reimbursement from IGL.

36.6 Any new taxes & duties, if imposed by the State / Central Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be paid / reimbursed to the contractor on submission of copy of notification(s) issued from State / Central Govt. Authorities along with submission of documentary evidence for proof of payment of such taxes / duties to State / Central Govt. Authorities and after ascertaining it's applicability with respect to the contract.

36.7 Returns and details required to be filled under GST laws & rules should be timely filed by Contractor of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above formalities are fulfilled. Further, IGL reserves the right to actively seek and verify copies of challan and certificate from Chartered Accountant of Supplier / Service Provider for deposit of GST collected from Owner. Any loss or non-availability of input tax credit by the Owner due to non-compliance of applicable tax laws (including but not limited to GST laws in force or otherwise) or for any reason which is not attributable to IGL, then IGL shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and an amount equivalent to any tax liability accruing to the Owner and/or to the extent of any loss accrued to the Owner together with all penalties, costs, liabilities, dues, fees and interest if any, shall be deducted from the payment due to the Vendor or shall be reimbursed by the Vendor, as the case may be, till such default is either rectified or made good by the Vendor and the Owner is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

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

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

In case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to IGL.
The base date for the purpose of applying statutory variation shall be the Bid Due Date.

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

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

36.12 In case CBEC (Central Board of Excise and Customs) / any equivalent Central Government agency / State Government agency brings to the notice of IGL that the Supplier of Goods / Service Provider has not remitted the amount towards GST collected from IGL to the government exchequer, then IGL shall have the right to put that Supplier of Goods / Service Provider under Holiday List. without further notice or recourse, and without prejudice to any other rights or remedies available to IGL.

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

(a) If prior to the placement of award, Vendor realizes that the actual applicable rates of taxes are higher than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall do reverse calculation and reduce the “basic unit price” of the product / service accordingly to match the “total price inclusive of taxes” of that product / service. remains exactly as quoted in the bid and awarded, without any increase.

Whereas, in case the Vendor realizes that the actual applicable rates of taxes are lower than the GST rates quoted in the bid against any particular HSN Code, then the Vendor shall reduce the “GST rate” of the product / service accordingly without changing the “basic unit price” of that product / service and the invoices shall be raised as per the actual applicable GST. thereby passing the benefit of lower taxes to the Purchaser and ensuring the "total price inclusive of taxes" is reduced accordingly.
The tax rates shall only be changed under statutory variation if there is a change in the GST rates after the due date of bid submission as per government notification in the applicable HSN code which is quoted in the bid only and not in any other HSN Code. The differential tax amount will be paid / recovered depending upon whether the revised rate notified by government has increased / decreased as compared to the existing rates.

37.0 TIME FOR PERFORMANCE

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

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

38.0 TRANSFER OF TITLE

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

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

38.3 Ownership of any Goods supplied by domestic / foreign Contractor will transfer to purchaser on receipt of Goods at IGL stores or any other specified location as per the Contract Agreement.

39.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT

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

39.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date , time or place of the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

40.0 CHANGE IN CONSTITUTION

40.1 The prior written approval of the Owner shall be obtained before any change is made in the constitution of the Contractor, including but not limited to changes in ownership, control, legal status, or key management personnel.

40.2 Provided however, that prior approval shall not be required for:

(a) Changes that are purely administrative or procedural in nature (e.g., conversion from a proprietorship to a partnership or company, or vice versa; or any re-organization that have no material change in the direct or indirect ownership structure or controlling interest of the Contractor).

(b) Changes that do not affect the ultimate ownership, control, or operational capability of the Contractor.

(c) Internal restructuring within the same group or holding company, where beneficial ownership and contractual obligations remain unaffected.

40.3 In the event of change of constitution, the Contractor shall give an undertaking confirming that any change of constitution safeguards interests of owner and ensure the due performance of the supplier's obligations by continued financial stability, solvency, technical and operational capabilities.

40.4 In such cases, the Contractor shall notify the owner in writing within fifteen (15) days of such change, along with a declaration that the change does not impact the contractors ability to perform its obligations under the contract. The non-exercise of these powers by the owner for any such non-compliance shall not constitute a waiver of any conditions, and such powers shall remain exercisable for any future or continuing default.

41.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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

42.0 CONTRACTOR TO INDEMNIFY THE OWNER

42.1 The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of

(a) Any failure by the Contractor in the performance of his obligations under the Contract.

(b) Any claim by third parties for bodily injury, death, or damage to property caused by the Contractor or its subcontractors.

(c) Any breach of applicable laws, rules, or regulations, including labor, tax, environmental, and safety laws.

(d) Any contamination, pollution, or violation of safety standards caused by the Supplier’s operations or personnel.

40.2 The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-contractor and Contractor shall indemnify and

keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereof.

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

43.0 SAFETY REGULATIONS

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

44.0 POSSESSION PRIOR TO COMPLETION

44.1 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 sue by the Engineer-In-Charge delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly.

45.0 DEFECTS IN WORK

45.1 DEFECTS PRIOR TO TAKING OVER

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

(a) Decide that any work done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of Contract (all such matters being hereinafter, called "Defects" in this clause), and

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

In case Contractor shall fail to do so, the Owner may take, at the cost of the Contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-In-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the Work 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 and have passed the tests on completion, the Engineer-In-Charge shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the Work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the Work on the date so certified. If the Work has been divided into various groups in the Contract, the Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/section/part so taken over is related to the integrated system of the work, no withstanding date of grant of Completion Certificate for group/section/part, the period of liability in respect of such group/section/part shall extend 12 (twelve) months from the date of completion of Work.

45.2 DEFECTS AFTER TAKING OVER:

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

aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

46.0 DEFENCE OF SUITS:

If any action in court is brought against the Owner or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen, suppliers or employees, the Contractor, shall in such cases indemnify and keep the Owner and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

47.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

48.0 COMPLETION CERTIFICATE

APPLICATION FOR COMPLETION CERTIFICATE:

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

48.2 The Engineer-In-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out under the specifications of Agreement and the Contract Documents.

48.3 The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the WORK executed by him under the terms of Contract.

ISSUE OF COMPLETION CERTIFICATE:

48.4 Within one month of the completion of the Work in all respects, the Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but neither Completion Certificate shall be given nor shall the Work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the Site completely. The Work will not be considered as complete and taken over by the Engineer-In-Charge, until all the Temporary Work, labour and staff colonies etc., if any, Constructed are removed and worksite cleared to the satisfaction of the Engineer-In-Charge.

48.5 If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the Work, the Engineer-In-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

49.0 FINAL DECISION AND FINAL CERTIFICATE

49.1 Upon the expiration of the Defect Liability Period and subject to the Engineer-In-Charge being satisfied that the Work has been duly completed by the Contractor and performed all his obligations under the Contract, the Engineer-In-Charge shall (without prejudice to the rights of Owner to retain the provisions of relevant clause thereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall be not considered to have fulfilled the whole of his obligations under the Contract until Final Acceptance Certificate shall have been given by the Engineer-In-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner.

50.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

51.0 REPEAT ORDER

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

52.0 VARIATION IN QUANTITY AT THE TIME OF ORDERING

52.1 Purchaser may increase the quantity on order an additional quantity of 25% at the awarded rate. Rate(s) awarded shall remain valid and binding for this variation in quantities.

53.0 INSURANCE

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

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

53.3 Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

53.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

54.0 COMPLIANCE OF LAWS

54.1 The Contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during Contract period.

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

54.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

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

54.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

54.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

54.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipment shall be arranged by Owner.

54.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

55.0 THE ENGINEER-IN-CHARGE

55.1 Issue the contractor from time to time during the running of the Contract such further instructions on behalf of the Owner as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

55.2 During the currency of this Contract, Owner can increase and / or decrease the number of the services required & quantity of work / services shown in from the Schedule of Rates.

55.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the Owner.

56.0 INDEMNITY

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

57.0 LABOUR LAWS

57.1 No labour below the age of 18 (eighteen) years shall be employed on the Work.

57.2 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.

57.3 The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.

57.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.

57.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.

57.6 The Contractor shall employ labour in sufficient numbers either directly or through Sub- Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge.

57.7 The Contractor shall furnish to the Engineer-In- Charge 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 thereunder and the amount paid to them.

57.8 The Contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

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

57.10 The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his 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 Owner a sum not exceeding Rs.50/- 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/- per day for each day of default subject to a maximum of one percent of the estimated cost of the Work put to tender. The Engineer-In-Charge shall deduct such amount from bills or Contract Performance Security of the Contractor and credit the same to the Welfare Fund constitute under these acts. The decision of the Engineer-In-Charge in this respect shall be final and binding

Implementation of Apprentices Act, 1961:

57.11 The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the Contract and the Engineer-In-Charge may, at his discretion, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

Contractor to indemnify the Employer:

57.12 The Contractor shall indemnify the Employer and every member, office and employee of the Employer, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in this Clause and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner 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 Owner 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 Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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

57.14 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of Workmen's Compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, the Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under Section 12, Sub-section (2) of the said act, Owner 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 Owner 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 Owner full security for all costs for which the Owner might become liable in consequence of contesting such claim.

Health and sanitary arrangements for workers:

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

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

58.0 EVALUATION OF PERFORMANCE

58.1 Performance against the contract awarded (if any) shall be evaluated on yearly basis or earlier on need basis as per approved IGL policy which is also available at IGL website.

59.0 CONTRACTOR SAFETY MANUAL

59.1 The contractor / vendor needs to ensure all the safety conditions as mentioned in the Contractor Safety manual which can be downloaded from IGL website.

60.0 WHISTLE- BLOWER POLICY

60.1 Indraprastha Gas Limited (IGL) has implemented whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements laid down by the Companies Act 2013 and Clause 49 of the SEBI's Listing Agreement. With the implementation of vigil mechanism, the company provides a platform to its vendors and suppliers to come forward and raise their genuine concerns without any fear of retaliation and victimization.

60.2 The policy is designed to deal with concerns raised in relation to the specific issues which are not in the interest of the company. The company has appointed an independent third party service provider to manage the operations of whistle-blower hotline.

60.3 Detailed Policy is available on IGL website, www.iglonline.net.

61.0 DATA PROTECTION AND CYBERSECURITY

61.1 The contractor shall comply with all applicable data protection and information security laws, including but not limited to the Information Technology Act, 2000 and any rules thereunder. The contractor shall adopt and maintain appropriate administrative, physical and technical safeguards to protect data provided by the owner against unauthorized access, loss, misuse, or disclosure.

61.2 In the event of any data breach or cybersecurity incident affecting owner's data, the contractor shall notify the owner within 48 hours and take all necessary remedial measures at its own cost.

62.0 ANTI-BRIBERY AND ANTI-CORRUPTION

62.1 The Contractor represents and warrants that it shall, at all times, comply with the provisions of the Prevention of Corruption Act, 1988, the Companies Act, 2013 and any other applicable anti-bribery or anti-corruption laws. The Contractor shall not, directly or indirectly, offer, give, solicit, or accept any bribe, gift, loan, reward, facilitation payment or other advantage as an inducement to or reward for any act or omission relating to the performance of this Agreement. Breach of this clause shall entitle the Owner to immediately terminate the Contract without liability and recover damages.

63.0 AUDIT AND INSPECTION RIGHTS

63.1 The Owner, or its authorized representatives, shall have the right, upon reasonable notice, to audit, inspect and verify any records, documents, systems and facilities of the Contractor relating to the performance of this Agreement. The Contractor shall provide full cooperation, access, and assistance for the purpose of such audit. Any material non-compliance revealed during the audit shall be rectified by the Contractor at its own cost within such period as may be specified by the Owner. The Owner may appoint third-party agencies to conduct quality audits or inspections. The Contractor shall provide full access and cooperation. Findings shall be binding unless challenged with technical justification within 7 days.

63.2 The Contractor shall coordinate with other contractors working at the Site to avoid interference, delays, or disputes. Any conflict shall be resolved amicably under the supervision of the Engineer-in-Charge.

64.0 RECOVERY AND SET-OFF BETWEEN MULTIPLE CONTRACTS

64.1 The Contractor acknowledges that it has entered, or may enter, into one or more past, present or future contracts, work orders or service agreements with the Owner (Indraprastha Gas Limited). All such contracts shall, for the limited purpose of adjustment and recovery of dues, be treated as continuing and inter-connected between the same parties.

64.2 The Owner shall have the right, without prejudice to any other remedies available, to recover or adjust any amount due to the Owner under any one contract from any sum payable to the Contractor under any other existing, past or future contract(s) between the same parties.

64.3 The Owner may withhold or retain any payment due to the Contractor under any ongoing contract(s) until all outstanding amounts under any other contract(s) have been fully settled.

64.4 Non-exercise of this right by the Owner in any instance shall not be considered a waiver of its rights under this clause.

64.5 This clause shall remain valid and enforceable even after the expiry, completion or termination of any individual contract between the parties.

65.0 NON-SOLICITATION

65.1 During the term of the Contract and for a period of twelve (12) months thereafter, the Contractor shall not, without the prior written consent of the Owner, directly or indirectly solicit or attempt to solicit for employment, hire, or engage any employee of the Owner who has been involved in the execution or supervision of the Contract.

66.0 INTELLECTUAL PROPERTY RIGHTS

66.1 All reports, drawings, designs, data, software, inventions, works and other materials, whether tangible or intangible, created, developed, or generated by the Contractor in the course of providing the Services ("Work Product") shall vest in and be the exclusive property of the Owner. The Contractor shall retain ownership of its pre-existing intellectual property, but grants to the Owner a perpetual, royalty-free license to use such pre-existing intellectual property as is incorporated into the Work Product.

67.0 CHANGE IN LAW

67.1 If, after the date of submission of the bid and during the execution of the Contract, any change occurs in applicable laws, regulations, rules, or government policies which significantly impacts the cost or time required for performance of the Contract, the Parties shall, in good faith, negotiate equitable adjustments to the Contract Price and/or Completion Schedule.

68.0 ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) COMPLIANCE

68.1 The Contractor shall comply with all applicable environmental, social, labour, and governance laws, regulations and standards, including sustainable practices in waste management, emissions control, labour welfare, and ethical business conduct but not limited to the Environment (Protection) Act, 1986, the Water

(Prevention and Control of Pollution) Act, 1974, and the Air (Prevention and Control of Pollution) Act, 1981. Any material breach of ESG obligations shall constitute a default under this Agreement.

68.2 The Contractor shall implement measures to control dust, noise, waste, and emissions in accordance with applicable environmental laws and Owner's guidelines.

69.0 Survival Clause

69.1 To clarify which obligations continue post-termination:

Clauses relating to Confidentiality, Indemnity, Dispute Resolution, Intellectual Property, and Limitation of Liability shall survive the termination or expiration of this Agreement.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In addition to meaning ascribed to certain initial capitalized terms in "GCC", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in "GCC", the meaning ascribed to such term hereunder shall prevail.

1.2 Definitions

Bid Documents or Tender Documents shall mean documents issued to the bidder by the Purchaser pursuant to IFB.

Effective Date shall mean the date on which Contractor's obligations will commence and that will be the date of first notification of award i.e. Fax of Intent/Letter of Acceptance/Contract/Work Order.

2.0 INTERPRETATIONS

2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of 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.

2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

3.1 Within 30 days of execution of the contract agreement, the contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

4.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

(FURTHER TO CORRESPONDING CLAUSE OF GCC)

4.1 Within twenty-one (21) days of receipt of the Contract/PO, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) @ 2.5% of annualized contract value initially and 2.5% of the individual annualized PO value on receipt of subsequent POs.

4.2 All bank guarantees shall also have minimum 30 days' claim period beyond BG expiry date.

4.3 The CPBG shall be released after 90 days beyond the contract/defect liability/warranty period, whichever later.

4.4 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.

4.5 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.

4.6 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI. The issuing bank must have an operating branch

in Delhi NCR where the given BG could be enforced by IGL; and, details of such branch must be mentioned in the BG.

4.7 While issuing Bank Guarantee issuing applicant must mention receiver's details as ICICI Bank IFSCICIC0000007, Branch CONNAUGHT PLACE , DELHI, in BG text at which SFMS IFIN 760 message to be sent by issuing bank, to establish the authenticity of given BG.

4.8 Link for CPBG format: https://www.iglonline.net/uploads/files/CPBG_Original_Format.pdf

4.9 The CPBG shall contain the following details;

a. Claim period 30 days more than the validity of the CPBG

b. Address of Bank (Issuing Branch as well as Delhi Local Operative Branch)

c. Contact Person name (Issuing Branch as well as Delhi Branch)

d. Telephone Numbers of contact persons of bank (Issuing Branch as well as Delhi Branch)

e. Email address of contact persons of bank (Issuing Branch as well as Delhi Branch).

5.0 TAXES & DUTIES

5.1 Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, freight, Insurance, Transit Insurance, any other duty on services or any other tax payable and/ or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority including loading and unloading at IGL store. The rate in SOR is inclusive of all the above referred taxes/duties as defined in the tender document.

5.2 Any statutory variation in GST within the contractual period for the SOR items shall be to IGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only.

6.0 DURATION OF CONTRACT

Refer clause no. 3.0 of IFB.

7.0 TERMS OF PAYMENTS

The Payment terms and methodology shall be as follows:

7.1 The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.

7.2 The payment shall be released within 30 days from the date of receipt of invoice, if found to be in order and duly certified by Engineer-in-charge.

7.3 The Payment shall be released through RTGS only.

7.4 100% payment payable against the executed quantities as per relevant SOR items shall be released in the monthly RA bills after deduction of penalties and/or retention of suitable amount against unfulfilled obligations as specified in the PENALTY clause.

7.5 Invoicing – The respective Bills / Invoices will be made in the name of INDRAPRASTHA GAS LIMITED, IGL Bhawan, 4, Community Centre, R.K. Puram, New Delhi – 110022 & should be submitted to Engineer – in – Charge.

8.0 PENALTY

8.1 The successful bidder will be given a maximum time of 15 days from the date of issue of the Letter of Award to mobilize and to deploy the resources and fulfil requirement of security guards and pipeline patrolling as per the need of IGL. Failure to mobilize and deploy the manpower within the stipulated period of 15 days may lead to a penalty of Rs 1,000/- per day per resource as per discretion of EIC.

8.2 The private agency should have PSARA license valid till expiry of contract. If PSARA license expires in between the contract period, then the contractor has to renew the license within a period of One month, failing which a penalty of Rs. 5,000/- per month per state shall be levied on the contractor.

8.3 The private security agency should have to ensure that PSARA license should be valid throughout the tenure of the contract failing which penalty of Rs. 5,000/- per month per state will be levied on the contractor.

8.4 If the contractor fails to provide the required services during any shift, Penalty shall be imposed as under:

(a) In case a security guard or motor cycle patrolling man fails to report an incident like digging, damage to marker, presence of digging equipment /machinery, accidents, unauthorized work at his location of deployment or in the vicinity of the area of deployment, being carried out during his shift a penalty @ minimum of Rs 5,000/- or higher as per severity of the incident at the discretion of the EIC shall be imposed per incident, on the contractor.

(b) Security guard to be deployed for patrolling the pipeline will have to make round along the pipeline area & will be required to cover up to 100 km with specified route during the 08 hours duty. In case of any failure by security guard to adhere to the specified kilometre travel in every shift or deviation from specified route, a penalty of Rs. 300/- per instance shall be deducted from the RA bill of the service provider. In case of repeated negligence, the guard may be terminated from patrolling job.

(c) In case of any complaint regarding non-fulfilment of any obligation under the contract, the IGL reserves the right to withhold payment of the contractor, and out of such amount, including the security deposit can make such payment to another agency at their risk & cost as it may consider necessary for smooth and unhindered working of the system.

(d) The supervisor must keep track of the status of the VTS tracking system and act immediately in case of any issue/failure to get it rectified within 48 hours failing which penalty @Rs. 500/ day per device (reckoned from the date of failure of device) shall be levied on the contractor.

(e) In case, the contractor is not able to provide reliever in any shift, a penalty of Rs 500 per shift will be levied. The amount shall be deducted from monthly RA bill of the contractor.

(f) Non- availability of motorbike with security guard deployed at SV point shall attract a penalty of Rs. 500/- per shift. The maintenance and upkeep of motorbike is the contractor's responsibility. Any breakdown of motorbike shall be repaired in 04 hours, failing which a penalty of Rs. 500/- per shift shall be levied on the contractor.

8.5 The Engineer- In- charge shall have power to impose penalty on agency as follows:

(a) Guard not alert @ 1st instance Rs. 100/-, 2nd Rs 150, 3rd Rs.200/- and thereafter guard to be changed.

(b) Guard sleeping @ 1st instance Rs. 200/-, 2nd Rs. 400, 3rd Rs. 500/- and thereafter guard to be changed.

(c) Improperly dressed @ 1st instance Rs 50/-, 2nd Rs 100, 3rd Rs150/- and thereafter guard to be changed.

(d) Post vacant for a more than one week after written instruction by EIC a penalty of Rs.1,000 per day will be deducted for not providing services, apart from non - payment of monthly charges on pro rata.

(e) The service provider should deploy any new requirement or additional manpower within 24 hours on receiving intimation from IGL failing to which a penalty of Rs. 500/day per resource shall be levied on the contractor.

(f) Theft / losses – FIR / Complaint to be lodged by the contractor with the local Police. Joint investigation will be carried out by EIC and the contractor. Based on the outcome of the investigation of IGL /police if any lapses found on the part of the security personnel in discharging his duty, penalty will be imposed by the EIC based on the cost of the loss plus administrative charges as may be decided by EIC.

(OR)

The Contractor shall be liable to pay for losses or damages which the Company may incur or sustain by reason of loss / theft/ burglary or in connection with any act of commission and / or omission by the contractor or his care-taking personnel. However, in order to give a fair and reasonable judgment, a joint enquiry, if necessary, shall be done by representatives of both the parties. In case of disagreement, even after the above process, decision of IGL Management shall be binding on the contractor.

(g) Agency to ensure sufficient availability of relievers against leaves at any given time. In case of any shortfall of providing relievers, penalty shall be deducted, as mentioned in the PENALTY section, from the agency bill. Reliever shall be provided as per Govt. norms and 01 day off must be given to every

resource for every 06 working days. Numbers of relievers to be provided shall be calculated by the service provider (minimum 16.99% of the number of resources deployed).

(h) Clear-cut emergency response & disaster management plan to be well explained to all concerned in the unlikely situation of any contingency. (e.g. robbery, fire drill).

(i) If salary is not disbursed before 07th of every month, the agency has to provide reason and likely day of disbursing salary to the EIC. If EIC is not satisfied with the reason, IGL shall have the liberty to impose penalty of Rs 2,000/- per day per PO from 08th of the month till the wages are paid in full.

(j) If mobilization is not carried out as per the milestones defined for mobilization of manpower, Rs. 10,000 per month shall be deducted as penalty from the monthly RA bills for each defaulting month.

(k) Non Availability of Security Resources after the mobilization period shall attract a penalty of Rs. 100/resource/day and will be deducted in monthly RA bills.

(l) The agency shall prepare charter of duty and responsibility of all categories of The security agency shall prepare charter of duty and responsibility of all categories of security personnel based on their place of duty in consultation of respective EIC and shall provide the same to all types of security personnel. The agency shall be responsible generally for the following care-taking duties:

S. No.	Activity	Mobilization Period (From the date of issuance of 1st notification of award) in days
1	Deployment of Static Guards	15
2	Deployment of Gunman	15
3	Deployment of Supervisor	15
4	Deployment of Motorcycle Patrolling Man with VTS	15
5	Deployment of Fabricated 4 wheeler intervention vehicles with VTS	15
Note 1: The above-mentioned mobilization period is inclusive of Sunday's and all other holidays.		
Note 2: The mobilization period for completion of work can be extended by IGL, if the delay is caused due to factors beyond the control of the contractor. However, the contractor will have to produce documentary evidence reflecting the reason for such delay.		

(m) Statutory obligations requirement i.e. PF deposition, Issue of ESI permanent card, Insurance etc. shall be fulfilled timely. The contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax, GST and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

(n) The contractor shall provide the android phone and ensure that it operate uninterrupted, in case of non-availability of the Handheld Android device with application for monitoring & reporting of incidents and the contractor fails to provide the replacement within 8 Hour a penalty @ Rs. 200/- Per 8 Hour shall be levied after completion of 8 Hours from the time of reporting of non-availability and the amount shall be deducted from the monthly RA bills.

(o) The penalty to be imposed on the contractor or any amount retained against non-compliance of Tender terms & Conditions shall in totality not be greater than 10% of the total billed value of the contract.

(p) Note: Contractor must note the following:

- EPF contributions are to be made on actual basic wages. Basic wages can't be less than the minimum wages at any point of time as prescribed by the respective State Govt.
- In case any of the contractor personnel is not covered under ESIC, he should be covered under appropriate Group Mediclaim policy of Rs. 05L for each security personnel and GPA shall also be taken for the coverage of accidental injuries and death compensation for sum assured of Rs.10L per security personnel.
- No person of contractor is allowed to work at IGL site without having proper insurance coverage.

9.0 ENGINEER-IN-CHARGE

9.1 The EIC for tenders shall be Head (PNG SBU) for Delhi-NCR and for other GAs it shall be Head (Projects).

10.0 ALTERATION IN SPECIFICATION, DESIGN AND EXTRA WORKS

10.1 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-IN- CHARGE, 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: -

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

(d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates

11.0 CONTRACTOR'S RESPONSIBILITY

11.1 The contractor shall depute his workforce by the way of ex-servicemen with proper uniform for providing services as mentioned in the Scope of work.

11.2 Discipline: The contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee, he shall arrange to replace such person (s) within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

11.3 Gate pass/Identity Card: The contractor shall provide identity cards to his workforce at his own cost. The contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand

12.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

12.1 Nothing contained herein shall restrict IGL from accepting similar services from other agencies, at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

13.0 CONTRACTOR OBLIGATIONS UNDER THE LABOUR LAWS

13.1 The Contractor shall be governed by the provisions of various Labour Laws like the Contract Labour (R&A) Act, 1970, Employees Provident Funds & Misc. Provisions Act, 1952, Factories Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Maternity Act, 1961, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Minimum Wages Act, 1948, Payment of Wages Act, 1936, ESI Act 1948 etc. and any other Law/Legislation which may be applicable from time to time.

13.2 Note: The above Acts are only illustrative and not exhaustive

14.0 THE ENGINEER-IN-CHARGE SHALL HAVE POWER TO

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

14.2 To increase and or decrease the number of the work/service(s) required. The quantity of work / services(s) indicated in the schedule of rates is tentative. No compensation on account of decrease of scope of services shall be payable to the contractor whatsoever may be the reasons thereof.

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

15.0 OTHER AGENCIES AT SITE

15.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

16.0 TERMINATION FOR PURCHASER'S CONVENIENCE

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

17.0 PAYMENT IF THE CONTRACT IS TERMINATED

17.1 If the CONTRACT shall be terminated as per Bid pursuant to clause of GCC, the CONTRACTOR shall be paid by the PURCHASER 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 ENGINEERIN-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-INCHARGE of any such items or service comprised in which has been partially carried out or performed.

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

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

Any and all completed works.

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.

18.0 NO WAIVER OF RIGHTS

Neither the inspection by the PURCHASER or any of their officials, employees, or agents nor any order by the PURCHASER for payment of money or any payment for or acceptance of the whole or any part of the Work by the PURCHASER nor any extension of time, nor any possession taken by PURCHASER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the PURCHASER, 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

19.0 GROUP ACCIDENT POLICY

19.1 The security personnel deployed by the Contractor should cover under Group Accident Policy at his own expense. The coverage details under the policy is as under:

(a)	Security Guard	:	Rs. 10 lacs/ resource
(b)	Security Gunman	:	Rs. 10 lacs/resource
(c)	Security Supervisor	:	Rs. 10 lacs/resource
(d)	Security Guard with bike	:	Rs. 10 lacs/resource

19.2 This is over and above the contractor's obligations under ESI/GMI.

19.3 The Group medical insurance, wherever applicable for its deployed resources should have the coverage of minimum insurance amount Rs. 5 Lac

20.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

20.1 CONTRACTOR shall be responsible for making good to the satisfaction of the PURCHASER any loss or any damage to structures and properties belonging to the PURCHASER or being executed or procured or being procured by the PURCHASER or of other agencies within in the premises of all the work of the PURCHASER, 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-CONTRACTORs.

20.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the PURCHASER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the PURCHASER 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 PURCHASER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lac for single accident and limited to Rupees Ten lacs.

20.3 The CONTRACTOR shall indemnify and keep the PURCHASER harmless of all claims for damages to property other than PURCHASER'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

21.0 SUB-LETTING OF CONTRACT

21.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the contractor without written consent of Purchaser.

22.0 EMPLOYMENT LIABILITY OF CONTRACTOR

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

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

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

22.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

23.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

23.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In Charge. sufficient and qualified staff to superintend the execution of the Contract, 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.

23.2 If and whenever any of the Contractor's 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 Purchaser or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract 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.

23.3 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 Purchaser 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 Purchaser on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

23.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labor 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.

24.0 RESPONSIBILITIES /OBLIGATIONS OF THE CONTRACTOR

24.1 The contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates as & when required as per direction of Engineer-in-Charge.

24.2 Contractor will provide Security/Guarding and Patrolling Services as per the Assignment Instructions through his uniformed and trained personnel for the performance of his services hereunder and these security personnel deployed will be employees of the contractor and all statutory liabilities such as ESI, PF etc. will be paid for by the contractor.

24.3 The agency shall deploy preferably ex-servicemen security personnel who have medical category A and character "exemplary" served in Army / Navy / Air Force and have unblemished record of service. It is mandatory for the agency to deploy gunman who are ex-servicemen. They shall not be below the age of 20 and above the age of 45 Years. All the deployed personnel should have minimum knowledge on using firefighting equipment. They should have knowledge of reading, writing in Hindi and English. The agency should verify & submit the character & antecedents reports of the manpower before deployment.

24.4 The contractor shall provide police verification and Medical Fitness Certificate certified by medical practitioner of Guards within 01 month of deployment at site.

24.5 The contractor shall ensure supervision and control of the personnel deployed by him at least once a day and will keep the company informed time to time about their presence and alertness at all places.

24.6 IGL reserves the right to remove any person (Static Guard/ Armed Guard/ Patrolling Man/ Supervisor) without assigning any reason thereof

24.7 Contractor/ Agency shall be prepared all the time to depute patrolling guard(s) within 24 hours and static guards within 04 hours for monitoring third party activity of requirement communicated to the contractor, failing which penalty of Rs.500 Per day per resource shall be imposed on the contractor.

24.8 Contractor shall maintain proper record of his working employee's attendance and payment made to them. Such records shall be made available to Engineer-in-charge for inspection whenever called for within 01day period.

24.9 The contractor shall submit challan copy, wage register and requisite documents with regard to PF / ESI etc. along with the monthly invoice.

24.10 The contractor will provide adequate supervision to reasonably ensure correct performance of Guarding Services in accordance with assignment instructions.

24.11 Contractor will use reasonable skill and care in the provision of the Guarding Services in accordance with standard industry practice.

24.12 All patrolling guards while doing patrolling along the pipeline should visit each and every SVs falling on that route and shall sign with date and time of visit on the register kept at each SVs station and PNG Control Room. Details of duty and responsibility of both patrolling guards and static guards shall be given on deployment. Guards may be required to scan QR code or adapt any other technological advancement implemented by IGL for asset management/field force management.

24.13 The guards deployed at SV Points should note the details (name, Date and time with sign) of the Patrolling Guard on the register kept at the SV Point. Details of duty and responsibility of static guards shall be given on deployment.

24.14 The SOR for providing services of MIV includes the provision of driver on round the clock basis and shall be considered in the semi-skilled category for disbursement of wages to him by the contractor. Any change in minimum wages over the period of the contract should be borne by the service provider.

24.15 MIV provided for the said purposes shall not be cash collection vehicle and should not have permanent enclosure from all sides. Design approval for the same to be taken from RIC before deployment at site.

24.16 All security personnel deployed by the agency shall wear uniform & perform duties with ID Card issued by the agency/contractor.

24.17 Armed Guards: The agency shall deploy armed guards wherever necessary. All gunmen placed should be in possession of valid arm/gun license (state/all India). All the weapons are to be in serviceable condition so that as and when necessary the guard should be able to fire. All ammunition should be within the expiry period. The contractor shall submit the report on maintenance of individual weapons quarterly and a certificate that the weapon is in serviceable condition. All armed guards are to be briefed to put arms mainly as deterrent to scare. However, if needed it should be used as last resort. The respective Supervisor deployed by the agency shall properly brief the armed guard of his duties and responsibilities. The service provider will also submit the mental fitness certificate certified by medical practitioner of the Armed Guard to be deployed.

24.18 The supervisor to be deployed by the agency in all GAs shall fulfil the roles and responsibilities defined by IGL for Supervisor for Pipeline as well as Supervisor of CNG Stations, Offices, Stores and SV Points.

24.19 The contractor shall furnish list of guards, relievers and supervisors with complete particulars of the guard to EIC before deployment. Similarly, at the time of any replacement the contractor shall inform and furnish the same.

24.20 The agency shall provide extra manpower as and when asked for additional duties.

24.21 The scope of work covers all the requirements at large. However, anything required to provide the services as per SOR however not explicitly mentioned in scope of work shall be deemed to have been included in the contractor's scope and shall be provided by the contractor without any extra cost implication on IGL.

24.22 All the SOR should be read in conjunction with scope of work and the requirements mentioned elsewhere in the tender document. The requirements mentioned in scope of work however not having a separate SOR are to be considered as inherently present in the relevant SOR, unless otherwise stated in the tender document elsewhere.

24.23 The bidder will provide a Vehicle Tracking System installed in the Motorcycles and Mobile Intervention Vehicles. The feed of the same should be available at IGL control rooms for viewing purpose

The contractor shall be merely custodian of the data captured and shall hand over all the data to IGL after expiry of the contract.

24.24 The VTS provided by the contractor shall have all the standard features for fleet management like geo fencing, coordinates tracking, speed tracking etc. and feeds from VTS devices should be stored in contractor's server and its historical data as well as exception report and MIS should be instantly retrievable / downloadable from the server through a dashboard.

24.25 Therefore, any extra hardware required for smooth operation of the VTS system will be provided by the service provider without any extra cost implication on IGL.

24.26 The service provider shall provide an online dashboard for monitoring of VTS devices at local IGL Control Rooms.

24.27 In case the vendor is awarded multiple zones and/or Control Rooms, the vendor shall ensure that only one VTS application and one login credential are used for managing all the allotted zones/Control Rooms. The use of multiple applications and/or multiple logins for the same vendor shall not be permitted.

In case of non-compliance, a penalty of ₹5,000/- per month shall be imposed for the use of multiple applications/logins.

24.28 The contractor may utilize same motorbike with VTS device and android device for all the 03 shifts (one motorbike with VTS device and android device may be shared by patrolmen coming in shifts for a particular assignment)

24.29 The VTS devices installed by the contractor in MIV and motorbikes shall be waterproof with IP67 protection and any malfunction in VTS shall be rectified in next 48 hours of that particular bike irrespective of duties on which person will come, failing which a penalty of Rs.500 per device per day shall be levied on to the contractor in his RA bill. The contractor shall maintain the inventory of spares at his end accordingly.

24.30 The rates for the extra km beyond 2500km shall be calculated by taking into account the cumulative km run by all the considered MIVs in a quarter for a particular Purchase Order and subtracting the cumulative of total distance @ 2500km/vehicle/month for the aforesaid MIVs in the considered quarter from it. The extra km calculated thus, shall be payable at the rates tabulated below.

Any outcome of the above calculation in negative km shall also invite a deduction for such reckoned negative km at the same rates given below:

Sr. No.	Period from FOI (in Months)	Total actual Running of all MIV in particular PO in a quarter	Total km applicable 2500km/vehicle/month	Difference in KM	Rate of any additional payment /deduction
		A	B	C=A-B	
1	0-12 months	Total of distance travelled by all the MIVs in a quarter in a particular PO	2500km*No. of MIV in a particular PO*3		Rs.9/km
2	13+ months		2500 km*No. of MIV in a particular PO*3		Rs.10/km

24.31 Motorcycle Patrol Men (MPM) certification will be through man-days and additional reimbursement component of Rs.2.5/km will be reimbursed on account of miscellaneous expenses like fuel, maintenance of bike etc. shall be done on the basis of odometer reading.

24.32 Static Guard (SG) certification will be through man-days and additional reimbursement component of Rs.2.5/km will be reimbursed on account of miscellaneous expenses like fuel, maintenance of bike etc. shall be done on the basis of odometer reading.

24.33 During the entire period of the contract, any resource deployed by a contractor as per SOR in this tender shall NOT be deployed for any of IGL's other tender in any circumstances.

24.34 IGL reserves the right to interview the contractor's resources before approving their deployment for IGL's work and any resource may be demobilized anytime at 01-day notice without assigning reasons thereof.

24.35 The scope of work has been commonly made for all the states/ regions where security services are required and should be adhered accordingly unless stated otherwise elsewhere in the tender document

24.36 The agency can be made to install any application as per instructions by IGL in all the android phones for reporting of the incidents and asset management or any other purpose as per IGL's discretion

All the Manpower to be deployed at IGL installations shall perform their duty on round the clock basis (24x7) in shifts, except supervisor which will be deployed in General shift.

24.37 The rates to be quoted must include reliever charges ,i.e., the rates must be for 30/31 days of the month.

24.38 It is advisable to the bidder to visit all the geographical locations of IGL in all the states of operation, and get himself acquainted with the same and use this information while bidding.

24.39 MIV running Km shall be certified through odometer.

24.40 IGL reserves the right to deduct any penalty from RA Bill if there is any shortfall in the service provided by the agency at the discretion of EIC.

25.0 OTHERS IMPORTANT TERMS & CONDITIONS

25.1 Contractor has to ensure the safety of man and machine at IGL installation all the times. Damages of equipment due to negligence of contractor's manpower, will be recovered as per the decision of Engineer in-Charge, which will be final and binding on the contractor.

25.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by IGL will be strictly adhered to by the contractor.

25.3 The contractor shall obtain relevant Labour Licenses, PF Number, ESI Code, and any other statutory document required for the smooth operation of the services and submission of necessary documentary proof in this regard at its own cost.

25.4 The Client shall have the right to have any security personnel removed that is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any guard with prior intimation to the owner, emergencies exempted.

25.5 The contractor shall be responsible for his resources deployed for IGL and indemnify the Company against all charges, claims/dues etc. arising out of disputes relating to dues and employment of personnel deployed by him. Further, the Contractor shall indemnify the Company against all losses or damages caused to it on account of acts and/or omissions of the personnel deployed by the OPERATOR.

25.6 The Contractor shall indemnify the Company for all the expenses, penalties, fines, damages (including legal expenses) for any dispute/ requirement regarding the responsibility for employees under any law, policy, notification, guidelines, circular or any requirement in respect of employees benefit in force in India. All proceedings, civil or criminal, arising out of or due to non-compliance with such statutory obligations shall be defended by the Contractor. This is without prejudice to the Company's right to recover damages incurred by it through Court of Law. Without prejudice to above and Notwithstanding any other provision contained herein, the Contractor shall be fully liable to pay damages in respect of any direct, verifiable loss or damages suffered by the Client as a result of any material breach by the Contractor of its contractual obligations in connection with the provision of Security Services.

25.7 The agency shall take full care of the welfare of its personnel. In case of any accidents / mishap while on duty or on the way to discharge his duty, the agency shall take immediate action to provide all financial and medical help to the injured or victim.

25.8 The agency has to disburse wages/salary along with pay slip to every Security Personnel on or before 07th date of each month through bank transfer to saving bank accounts of individual employee or salary cards issued to the employees through any reputed bank. The agency must submit bank statement in either case.

25.9 The security personnel deployed should not to be under the influence of drugs / alcohol during duty hours.

25.10 Shift duration to an extent possible to be limited to 8 hours. More than 08 hrs. duty should be strictly avoided, unless is extreme case.

25.11 Adequate high availability of application at all levels across all systems to be ensured by contractor.

25.12 Every security personnel shall avail weekly off/holiday. On such occasion, the agency must have adequate number of relievers.

25.13 The service provider must ensure that payment for leave, overtime, bonus, etc is as per the minimum wages and labour rules applicable in the state of operation

26.0 SPECIFIC RESPONSIBILITIES

26.1 The agency shall prepare charter of duty and responsibility of all categories of security personnel based on their place of duty in consultation of respective EIC and shall provide the same to all types of security personnel. The agency shall be responsible generally for the following care-taking duties:

- All security guards and patrolling men deployed at CNG stations, SVs, stores, offices, pipelines etc. shall report to their respective Supervisors before taking charge of duty over phone.
- Regarding security of assets, the contractor shall take charge of all the inventory of the Company as well as all work stations like furnishers, fixtures, telephone instruments, computer, machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The agency shall indemnify the Company for the thefts/losses of any of the said property.
- Guarding the entry and exit points of the office premises, control the Movement of the visitors as per guidelines issued by IGL.

Milestone for Execution of Work

S.No	Activity	Mobilization Period (From the date of issuance of 1st notification of award) in days
1	Deployment of Static Guards	15
2	Deployment of Gunman	15
3	Deployment of Supervisor	15
4	Deployment of Motorcycle Patrolling Man with VTS	15
5	Deployment of Fabricated 4 wheeler intervention vehicles with VTS	15
Note 1: The above mentioned mobilization period is inclusive of Sundays and all other holidays.		
Note 2: The mobilization period for completion of work can be extended by IGL, if the delay is caused due to factors beyond the control of the contractor. However, the contractor will have to produce documentary evidence reflecting the reason for such delay.		

27.0 STATUTORY APPROVALS

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

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

27.3 The private agency must have valid PSARA license to operate in Delhi, Uttar Pradesh and Haryana & Rajasthan. In case the successful bidder's PSARA license gets expired in the middle of the contract, he should get the license renewed within a period of one month, failing which a penalty of Rs 5,000 per month per state shall be levied on the contractor in his RA bills.

(a) The Contractor shall be governed by the provisions of various Labour Laws like the Contract Labour (R&A) Act, 1970, Employees' Provident Funds & Misc. Provisions Act, 1952, Factories Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Maternity Act, 1961, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Minimum Wages Act, 1948, Payment of Wages Act, 1936, ESI Act 1948 etc. and any other Law/Legislation which may be applicable from time to time.

(b) Bidder shall ensure that the quoted rates are not less than the minimum wages prescribed by the respective State Govt. under the Minimum Wages Act, failing which bids will be rejected.

28.0 MINIMUM REPORTS TO BE SUBMITTED BY CONTRACTOR

28.1 Daily Report

(a) Daily Activity reporting at CNG Stations, Stores, Offices and SV Points as well Incident avoided/ occurred reporting as and when it occurs,

(b) Shortages in deployment, if any.

(c) Assets Reports

(d) Report of the Motorcycle Patrolling Man

28.2 Monthly MIS -

(a) Incident Reported, action taken and detailed closure report for all incidents reported.

(b) Night Check Report for the month,

(c) Details of Training conducted in the month and training planner for the next month,

(d) Statutory compliance report.

28.3 Note: The Contractor shall prepare the standard formats for above mentioned reports and get the same approved by EIC prior to submission of the first report. The retention period of these reports shall be as per IGL's retention policy which shall be communicate to Contractor by IGL on approval. However, contractor has to keep record of all soft data till the closure of contract and same shall be made available to IGL as and when required.

29.0 STATUTORY COMPLIANCE

The following conditions prescribed under applicable law must be duly maintained by contractor in all respect:

29.1 Before commencement of work, Form V / labour license shall be submitted from concerned Licensing Officer and without valid labour license, commencement of work shall be strictly prohibited.

29.2 On termination of contract, contractor must issue the employment certificates to engaged contractual employees along with full and final settlement payment. Copy of the same will be submitted to IGL.

29.3 Valid Identity Cards (ID card) must be issued by contractor to their employees and all contractual employees will wear ID cards during rendering of services at IGL.

29.4 Apart from ESIC/Group Mediclaim Insurance as applicable. The service provider shall be required to take GPA Policy for ensuring coverage of minimum Rs.10L for each security resource deployed by the contractor in this contract.

29.5 All documents which are required for processing of bill must be duly singed and stamped by contractor.

EPF & MP Act 1952

29.6 Contractor's establishment must be registered under the Employees Provident Fund and miscellaneous Act. Any exempted employee under EPF & MP Act should not be deputed at IGL.

29.7 Wage Rate (Basic +VDA) for contractual employees for the PF contribution will not be less than prevailing minimum wage rate as applicable in NCT of Delhi as per tender.

ESI Act/ Employee Compensation Act

29.8 Contractor's establishment must be registered under the Employees State Insurance Act.

29.9 Contractual employees who are drawing wages up to Rs.21,000/- per month through' contractor shall be covered under ESI Act or employee who are not covered under ESI must be covered under EC Act and group mediclaim policy.

29.10 Every contractual employee who is covered under ESI must have ESI Identity Card during serving hours.

29.11 Benefit for contractual employees under ESI Act must be ensured by contractor.

Bonus/Leaves/Minimum wage rate/payment of wages

29.12 Applicable bonus for eligible employees should be disbursed once in a year as per provision under Bonus Act. Part payment of bonus in advance may be paid if desired by workers.

29.13 Payment of wages/salary must be disbursed by contractor on or before the 7th day of following month through bank transfer. Consent for bank transaction should be taken by contractor and to be kept in record.

29.14 On termination of contract, contractor shall pay immediately all dues in lieu of payable minimum bonus as per contract, earned leaves, unpaid earned wages through full and final settlement by contractor. Copy of the full and final settlement will also be submitted to IGL.

29.15 Note: Kindly submit the enclosed format of Certificate along with documentary proof from Contractor to be attached with Invoice /Bill (This certificate must be on letter head of contractor duly signed by contractor only)

29.16 Bidder shall ensure that the quoted overhead & profit is reasonable and rates are not less than the minimum wages prescribed by the govt. of NCT of Delhi under the Minimum Wages Act of respective government for respective category.

29.17 ESI contribution made for contractors employees/personnel deployed at IGL site(s). In case of any or all such persons do not fall under ESIC provision, the declaration for the same shall be submitted to IGL on contractor letterhead. In such a case, all such persons must be covered under Employee Compensation (EC) act. No person without having an insurance coverage in the form of WC/ESI will be allowed to work at IGL site(s).

29.18 As per statutory requirement, following leaves will be allowed to the manpower resource on prorate basis:

(a)	Earned Leave	:	15 Leaves in a year
(b)	Casual Leave	:	7 Leaves in a year
(c)	National Holidays	:	3 Holidays in a year
(d)	Festivals Holidays	:	4 Festivals Holidays in a year

Note: In lieu of above leaves and holidays, compensations (leave cost @ 7.4% per annum of basic wage) are inbuilt in salary break up.

29.19 Bidder shall ensure that the wages (i.e. Minimum wages along with Employee Provident Fund, ESI/Insurance, allowances and all other benefits as per rules and regulations in force) as prescribed by respective state Govt. shall be passed on to manpower deployed for IGL service.

29.20 Any change in minimum wages by respective state Govt. during the tenure of the contract shall be passed on to deployed manpower for IGL service.

30.0 SAFETY & STATUTORY REQUIREMENT

30.1 The Contractor shall strictly follow the Health Safety & Environment (HSE) requirement as per attached HSE document and also fulfill all statutory requirements. Contractor should provide PPE to all deployed personnel. None of the staff should be deployed without availing STC training from IGL recognized training centre. Contractor should ensure to submit medical fitness certificate with police verification before deployment of manpower. IGL will not be responsible for any damage/losses due to lapses in safety rules, labour law and other statutory requirement.

31.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

31.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in this tender document (and supporting annexures/appendices/volumes) and/ or the policies followed by the Owner.

31.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.

31.3 Contractor has to ensure the safety of man and machine all the times. Damages to equipment due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.

31.4 The contractor shall supply all the protective safety equipment like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.

31.5 Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.

31.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

31.7 Contractor shall follow the IGL'S Safety Manual. Contactor may refer the Safety Manual which is available at IGL's web site.

32.0 SAFETY & STATUTORY REQUIREMENT

32.1 The engaged service provider must follow all the Health Safety & Environment (HSE) rules while on work and also fulfill all statutory requirements. IGL will not be responsible for any damage/losses due to lapses in safety rules, labour law and other statutory requirement.

33.0 PRICE VARIATION CLAUSE

33.1 The wage structure and unit rates considered in the Schedule of Rates is based on government notified minimum wages as applicable w.e.f. 01.04.2025 in Delhi, w.e.f. 01.04.2026 in UP & Haryana and w.e.f. 2023 in Rajasthan. These manpower rates shall be revised to the extent of revision in minimum wages only of respective category of manpower resource from time to time during validity of contract. The variation in the unit rate will be limited to the extent of variation in minimum wages with respect to actual deployment as and when notified by the state governments. The revision shall be applicable on basic wages and other components dependent on basic wages only (i.e. PF, ESI, bonus and leave pay) as per salary breakup structure provided. HRA, Special Allowance, admin charges, uniform allowances, etc (as mentoined in salary structure in ₹) and Profit & Overhead charges, awarded to bidder (in ₹) shall remain fixed throughout the validity of the contract irrespective of revision in minimum wages.

34.0 DOCUMENT PRECEDENCE

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

1. Letter of Acceptance
2. Schedule of Rates as enclosures to Letter of Acceptance
3. Special Conditions of Contract
4. Job / Particular Specifications
5. Scope of Work

6. Drawings
7. Technical / Material Specifications
8. General Conditions of Contract
9. Indian Standards
10. Other applicable Standards

35.0 SUBLETTING AND ASSIGNMENT

The contractor shall not, save with previous consent in writing of the owner i.e. IGL, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

36.0 COMPUTATION / ARITHMETICAL ERROR

The bids shall be checked for computation error, if any to arrive at the computed price as per provisions of bidding documents. Arithmetical error will be rectified on the following basis: Discrepancy between unit price & total price: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. While preparing the bid documents, due care shall be taken to ensure that unit of measurement for payment for items as provided in SOR is the same as stipulated in technical specification and measurement clause.

37.0 STATUTORY APPROVALS

37.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.

37.2 The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However, Owner will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.

37.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Owner. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

SECTION V

SCOPE OF WORK

SCOPE OF WORK

1.0 SCOPE OF WORK

1.1 The requirement of security resources for Delhi and NCR will be Static Guard for SV points, Static Guard for Adhoc Requirement, Motorcycle patrolmen for patrolling of pipeline, Security Supervisor for deployed resources and Mobile Intervention Vehicle for each Zone.

1.2 The requirement of security resources for other GAs (Gurugram, Rewari, Karnal, Kaithal & Adjacent Areas, Muzaffarnagar, Kanpur, Banda, Shamli & Adjacent Areas, Ajmer, Pali, Rajsamand & Adjacent Areas) will be Static Guard for SV points, Office, CNG Stations, Stores, CGS, DCU/FRS, Static Guard for Adhoc Requirement, Motorcycle patrolmen for patrolling of pipeline, Security Supervisor for deployed resources, Gunmen for stores & CNG stations and Mobile Intervention Vehicle for each GA.

2.0 SCOPE OF WORK AT CNG STATIONS

2.1 The CONTRACTOR'S / SERVICE PROVIDER'S scope of work shall consist of providing security arrangements by deploying trained Guards comprising of Static and Armed Guards for surveillance and safety of IGL's INSTALLATIONS etc. to manage these services round the clock.

a) To ensure the security of the CNG station which includes all the assets of the CNG stations.

b) To provide safety to the employees working in the CNG station.

c) To ensure that no unauthorized person enters the Compressor area / Office building.

d) To look for any object left intentionally / unintentionally in the premises of the CNG station.

e) To handle unruly customers

f) To report any leakage of Gas / lubricant to avoid any fire. In case of fire he will help in cordoning the CNG station with the help of other employees of the CNG Station.

g) In case of any injury to the employees of the CNG station / customer of the CNG - he will help in providing First Aid.

h) Gunmen wherever deployed during any shift is primarily for deterrent effect.

i) To maintain vigil movement of material being taken in / out from the CNG Station and have to keep a record for the same.

j) Reporting any pilferage at CNG Station to the Station Operator/ Marketing Officer.

k) Guard must be vigilant and no unauthorized person should be allowed to enter the Operator Room/ Control Room.

l) Reporting / Feedback to Station Operator and Concerned Marketing officer on duty on day to day basis.

m) Ensuring that no repair work of vehicle inside the station takes place.

n) Ensuring that no cleaning of vehicle inside the forecourt takes place.

o) Performing duties as per the designated shift assigned by the security agency. Any change in duty roster, if desired should be sanctioned through the authorized IGL Officer.

p) In case of any theft from station premises, the security agency will be responsible.

q) Frequent changes of security guards may be avoided. Any changes if required to be in consultation with the concerned Marketing officer.

r) Guard/ Gunman should carry torch and batten (both in Contractor's scope).

s) Guard and Gunman should intervene at the time of conflict/ brawl occurred at CNG station.

t) The static security guard shall report an incident like digging, damage to marker, presence of digging equipment /machinery, accidents, unauthorized work at his location of deployment or in the vicinity of the area of deployment.

u) Any other work specified by EIC on time to time basis.

3.0 SCOPE OF WORK OF SECURITY GUARD AND GUNMAN DEPLOYED AT OFFICES / STORES

a) Controlling, proper channeling and regulating the traffic movement at location.

b) Keep a strict vigil on unknown person's entry/visit at location.

c) To maintain vigil on movement of material being taken in/out from IGL location.

d) To maintain vigil on the movement and record of Vehicles entering and leaving IGL premises.

e) Keeping a check on the material/equipment placed at IGL location during any construction/civil work, etc.

f) Reporting any pilferage at location to In-charge.

g) To be always present at the place of duty and not to move without informing the concerned officials.

h) Reporting/feedback to Concerned Officials on day-to-day basis.

i) Assisting IGL officials in survey/information gathering exercises.

j) Performance of duties as per the designated shift assigned by the security agency. Any change in the duty rooster, if desired should be sanctioned through the security supervisor in consultation with the concerned official.

k) Clear-cut emergency response & disaster management plan to be well explained to all concerned in the unlikely situation of any contingency. (e.g. robbery, fire drill).

l) Shift to an extent possible should be limited to 8 hours only.

m) Frequent changes of security guards may be avoided. Any changes if required to be in consultation with Engineer-in-charge.

n) Regular interaction of security supervisors with concerned official is a must.

o) Any other work specified by EIC on time to time basis.

3.1 QUALIFICATION AND EXPEREINCE OF STATIC GUARD AND GUNMAN

a) The Contractor shall engage physically fit, trained, and matriculated Guards having minimum educational qualification of Matriculation (10th PASS) and minimum work experience of 01 year

b) Guards have to wear uniform whenever on duty.

c) The age of Guards must not be more than 45 years. Any deviation in the maximum age of the deployed resources shall be approved by respective EIC.

d) The fitness of Guards may be reviewed by EIC/IGL's Executive before deploying on work.

e) Contractor shall provide police verification and Medical Fitness Certificate certified by medical practitioner of Guards within 01 month of deployment at site.

f) Training will be carried out as per guidelines; the contractor shall make all provisions for the conduct of training for the Guards and with no additional cost to IGL.

g) Gunman deployed by Contractor must be Ex-servicemen/paramilitary forces.

h) Contractors have to provide valid proof of service documents for Gunman to IGL.

i) Gunman must have valid weapon license at all times during duty.

4.0 SCOPE OF WORK FOR SV GUARD

a) To ensure the security of the SV Point which includes all the assets of the SV Point.

b) To provide safety to the employees working at the SV Point.

c) To ensure that no unauthorized person enters the boundary of SV Point.

d) To look for any object left intentionally / unintentionally in the premises of the SV Point.

e) To report any leakage of Gas to avoid any fire. In case of fire he will help in cordoning the SV Point.

f) In case of any injury to the employees working at SV Point - he will help in providing First Aid.

g) To maintain vigil movement of material being taken in / out at SV Point and have to keep a record for the same.

h) Reporting any pilferage at SV Point to the corresponding Control Room.

i) Reporting / Feedback to Control Room on day to day basis.

j) Ensuring that no repair work of vehicle near the SV Premises takes place.

k) Performing duties as per the designated shift assigned by the security agency. Any change in duty roster, if desired should be sanctioned through the EIC.

l) In case of any theft from SV Point premises, the security agency will be responsible.

m) Frequent changes of security guards may be avoided. Any changes if required to be in consultation with the concerned EIC.

n) Guard should carry non-flammable torch and batten (both in Contractor's scope).

o) The static security guard shall report an incident like digging, damage to marker, presence of digging equipment /machinery, accidents, unauthorized work at his location of deployment or in the vicinity of the area of deployment.

p) One motorcycle shall be provided to the security guard for movement from One SV Point to another during shift to monitor/operate more than one SV Points.

q) IGL will train the guard deployed at SV Point for operation of the valves and the guard will have to operate the valve after intimation from IGL.

r) Any other work specified by EIC on time to time basis.

5.0 SCOPE OF WORK FOR PATROLLING THE PIPELINE (MOTORCYCLE PATROLLING) (MPM)

5.1 The CONTRACTOR'S / SERVICE PROVIDER'S scope of work shall consist of providing security arrangements by deploying trained line patrol men comprising of patrolling guards for pipeline patrolling with motorcycle to monitor & for surveillance and safety of IGL's PIPELINES / INSTALLATIONS etc. to manage these services round the clock.

5.2 Pipeline patrolling activity primarily involves:

a) Reporting through android device/ smart mobile of work undertaken by other authorities and private organization carrying out work in the vicinity of IGL's entire pipeline network or any other incident like fire, leakage etc.

b) Reporting through android device/ smart mobile of planned or unplanned construction activities on pipelines like construction of Public Conveniences etc. which may directly affect operations and maintenance of pipeline.

c) Reporting through android device/smart mobile the status of IGL property like pipeline markers, manhole covers (Valve Chambers) etc.

d) Knowledge of all pipeline routes (diameter wise), information on location of valve chambers and their operations for emergency use. They should be well versed with the operation of valve chambers and training for the same shall be imparted by IGL on time to time basis.

e) Motorcycle Patroller will patrol along the pipeline network specified to them. Guard KMs should be 80-100 KMs minimum.

f) Other agencies working across or along the IGL pipeline shall be allowed to work after IGL Clearance, security agency has to ensure safety of IGL installation.

g) Motorcycle Patrol Man may have to intimate to the IGL control room through Customized application of android hand-held device/smart mobile for authorized or unauthorized work carried out along or across the IGL pipeline. Some works are very critical like HDD, excavation by JCB, Backhoe/excavator, which should be taken care very seriously.

h) Pipeline patrolling and to protect the pipeline from encroachment, third party damage etc. is the responsibility of motorcycle Patroller.

i) For each and every incident occurred, the security personnel shall provide pictorial evidence of JCB/Excavator machine with its registration number, incident report, lodge FIR (If Required) and submit copy of each incident (in case of uninformed/forced digging on pipeline).

j) The contractor shall be required to lodge the first information report (FIR) at the concerned Police station as per the instructions of IGL In-charge.

k) Monitoring & reporting to the IGL control rooms the patrolling guard will send real time report of the incidents, events, damages, presence of HDD / JCB, missing markers, ongoing work along the pipeline etc. through the android device/smart mobile.

l) IGL will continuously monitor the movement of the deployed guards in the respective areas through VTS system. The VTS system shall be installed and maintained by the vendor itself and no extra cost shall be payable against the same by IGL.

m) Patrol man shall carry all necessary tools / tackles to enable him to operate the valve chambers. It shall be the responsibility patrolling guard to operate the valve chamber in case of any emergency.

n) MPM will have to stay at the location if any third party work is being carried out near the pipeline till the arrival of any IGL authorized person.

o) MPM shall be trained to operate the isolation valves and must keep the necessary tools and tackles with him.

p) In case of any leakage or pipeline damage, MPM will inform all the concerned IGL persons, Supervisor.

q) Any other work specified by EIC on time to time basis

5.3 QUALIFICATION AND EXPEREINCE OF MOTORCYCLE PATROL MAN (MPM)

a) The Contractor shall engage physically fit, trained, and matriculated Motorcycle Patrolman (MPM) having minimum educational qualification of Matriculation (10th PASS) and having minimum 01 year of similar work experience.

b) MPM must have knowledge of operating smart phone and their applications.

c) MPM has to wear uniform whenever on duty. Vendor shall provide at least two sets of dress(pant, shirt and safety shoes) annually. Dress code shall be as per the instructions of EIC.

d) The age of MPM must not be more than 50 years. Any deviation in the maximum age of the deployed resources shall be approved by respective EIC.

e) MPM must carry a valid 2-wheeler license at all times during duty.

f) The fitness of MPM may be reviewed by EIC/IGL's Executive before deploying on work.

g) Contractor shall provide police verification police verification and Medical Fitness Certificate certified by medical practitioner of Guards within 01 month of deployment at site.

h) Training will be carried out as per guidelines; the contractor shall make all provisions for the conduct of training for the MPM and with no additional cost to IGL.

6.0 SCOPE OF WORK FOR STATIC GUARD DEPLOYED AT THIRD PARTY ACTIVITY SITES IN THE VICINITY OF IGL PIPELINES

a) Controlling, proper channeling and regulating the traffic movement at location.

b) Keep a strict vigilance on third party activities at any particular location as directed by the IGL In-Charge.

c) To maintain vigil on movement of material being taken in/out from IGL location where third party activities are going on.

d) Keeping a check on the material/equipment placed at IGL location during any construction/civil work, etc.

e) Vendor has to arrange manpower movement at site at their own cost.

f) Reporting any pilferage at location to In-charge.

g) To be always present at the place of duty and not to move without informing the concerned officials.

h) Reporting/feedback to Concerned Officials as directed.

i) Assisting IGL officials in survey/information gathering exercises.

j) Performance of duties as per IGL's directions.

k) Shift to an extent possible should be limited to 8 hrs only.

l) Frequent changes of security guards may be avoided. Any changes if required to be in consultation with Engineer-in-charge.

m) Any other work specified by EIC on time to time basis

n) *Ad hoc requirement of Static guard: Based on the report of Motorbike patroller, Static guard(s) shall be deployed at sites requiring constant monitoring of third party activity as per discretion of IGL personnel responsible for the site.

o) The contractor shall have to deploy Static guard at IGL sites within 04 hours of IGL's notice and shall ensure availability trained Static.

6.1 QUALIFICATION AND EXPEREINCE OF STATIC GUARD

p) The Contractor shall engage physically fit, trained, and matriculated Guards having minimum educational qualification of Matriculation (10th PASS) and minimum work experience of 01 year

q) Guards have to wear uniform whenever on duty.

r) The age of Guards must not be more than 45 years. Any deviation in the maximum age of the deployed resources shall be approved by respective EIC.

s) The fitness of Guards may be reviewed by EIC/IGL's Executive before deploying on work.

t) Contractor shall provide police verification and Medical Fitness Certificate certified by medical practitioner of Guards within 01 month of deployment at site.

u) Training will be carried out as per guidelines; the contractor shall make all provisions for the conduct of training for the Guards and with no additional cost to IGL.

7.0 SCOPE OF WORK FOR SUPERVISOR:

7.1 Supervisor: The services of supervisor shall be hired for overall supervision/ reporting of all the static guards and Armed Guards deployed at various IGL CNG Stations, Offices, Stores, SV Points and other locations.

7.2 MINIMUM ROLES AND RESPONSBILITIES OF SUPERVISOR

a) Shall be responsible for monitoring of the activities of the Static Guards, Patrolling Guards and Armed Guards deployed at various sites on daily basis.

b) Shall be responsible for proper coordination between guards and IGL Control Room Personnel for effective discharge of duties.

c) Shall submit a report of job done by security guards to the IGL EIC on monthly basis.

d) Shall ensure that safety issues are reviewed and safety rules communicated to all his subordinates / workforce to assure a safe and healthy workplace.

e) Shall be responsible for maintaining & updating shift records / logs of security guards.

f) Shall supervise, orient and train his sub-ordinates to affect safe and satisfactory completion of work.

g) Should be able to exercise independent judgment in dealing with third parties to deter them from carrying out any activity, which can endanger safety of PNG pipeline infrastructure and the same shall be reported to IGL's concerned control room at once.

h) The supervisor shall be responsible for regular correspondence and interaction with civic/police authorities and execution/utility agencies.

i) The supervisor shall maintain contact details of all civil/police authorities and execution/utility agencies and HDD/JCB/Boring operators

j) Shall obey and abide by any other order or instruction issued to him time to time by EIC.

k) Surprise checks shall be conducted randomly throughout the shift and submit report of security aberrations observed and also take suitable corrective action

l) Supervisor shall be stationed at places allocated by IGL. Supervisor shall visit all the control rooms/zones minimum 3 days a week and provide necessary training to guards and other related compliance as mentioned in scope of work. Any non-complaince will attract penalty of Rs. 500 per instance.

m) In case of emergency, the supervisor will reach the site and handle the situation.

n) For each and every incident occurred, the security supervisor shall provide pictorial evidence of JCB/Excavator machine with its registration number, incident report, lodge FIR (If Required) and submit copy of each incident (in case of uninformed/forced digging on pipeline).

o) Shall coordinate with the IGL In charge for reporting incidents, any issue being faced in VTS System, etc.

p) Any other work specified by EIC on time to time basis

7.3 QUALIFICATION OF SUPERVISOR

a) He should have a minimum 5 years' experience in the security industry with working knowledge of MS Office or Ex-defence personnel of the rank of JCO / NCO with working knowledge of MS Office.

b) The upper age limit (Retirement) is 45 years. Any deviation in the maximum age of the deployed resources shall be approved by respective EIC

8.0 SAFETY MEASURES TO BE IMPLEMENTED AT ALL LOCATIONS BY CONTRACTOR

a) Knowledge of the use of fire and safety equipment.

b) Ensuring street vendors do not enter the premises of IGL.

c) Ensuring that no Hawkers is allowed in the vicinity of the IGL location/asset.

d) Check the speed limit of the vehicles entering the premises.

e) Guarding all the movable / immovable assets at the location.

f) Not to be under influence of any drugs/alcohol during duty hours.

g) Smoking is strictly prohibited with in the station premises & along the natural gas pipeline.

h) In no form, Security Guard to accept any money from drivers/customers.

i) Security Guards to be always in proper uniforms along with necessary accessories.

9.0 MINIMUM ROLES AND RESPONSBILITIES OF CONTRACTOR

9.1 Besides, ensuring the safety of IGL installations/ markers/ pipeline infrastructure etc. from any external agency/ factors (e.g. Third Party, Fire, vandalism, damage, etc.) and reporting the same promptly to IGL personnel/ Control Room, the resources engaged by services shall discharge the duties not limited to the following:

a) The resources engaged by the service provider to render security services should be physically fit, well–behaved personnel with good communication skills (Local Language).

b) It is also desired that they are conversant with relevant Geographical Areas.

c) Each Static Guard shall be provided with an android device/smart mobile by the contractor to monitor the assigned area. The Static Guard shall also keep all tools and tackles such as hook and handle with safety cones, warning tape etc., provided by IGL, to be used in case of emergency. In each patrolling stretch and at SV station it is required to equipped with a single contact /SIM number to have common point of contact for all shift on each route. Also it is required to equipped with each patrolling guard and SV guard to have power bank.

d) Each motorcycle patrolman shall be provided with a VTS installed motor cycle and an android device/smart mobile and two no. power banks by the contractor, with real time reporting application, to patrol the assigned area. The motorcycle patrolman shall also keep all tools and tackles required to operate valves in valve chambers such as hook and handle with safety cones, warning tape etc. to be used in case of emergency.

e) All the Guards to be deployed by the service provider should be performing their duties round the clock, in shifts, except Supervisor which will be deployed in General Shift. Although IGL may alter deployment as per its own discretion at any point of time.

f) The resources engaged by the service provider shall maintain confidentiality of the information regarding IGL infrastructure and shall not disclose directly or indirectly any such information with any unauthorized person/ organization, which may pose any threat/ endanger safety of IGL's infrastructure.

g) The distance travelled by the MPM will be certified only on the basis of odometer. Contractor must ensure the smooth operation of VTS tracking system for cross check purpose.

h) The services hired by IGL under the contract shall call on fulfilment of roles and responsibilities not limited to the following.

i) These services may require stretching of duty hours of a resource from 08 hours to maximum 16 hours in exceptional cases like emergency etc. and/or absence of reliever.

10.0 OTHERS IMPORTANT CLAUSES

10.1 ITEMS / MATERIAL TO BE SUPPLIED TO THE SECURITY PERSONNEL BY THE CONTRACTOR

a) SERVICE PROVIDER shall provide uniform and identity cards to all his resources.

b) The SERVICE PROVIDER must provide minimum two sets of uniform each for summer and winter season each and additional apparel like rain coats, jackets, overcoats etc. shall be provided to each resource for protection from adverse weather conditions at his own cost.

c) SERVICE PROVIDER shall provide safety torches(high illumination for long range), umbrellas, stick, gum boots, safety helmets etc. or any other safety equipment not mentioned herein however required for safe operations to each resource at his own cost.

d) SERVICE PROVIDER shall have VTS devices installed & commissioned in all the motorbikes of motorbike patrollers and its software for remote access at IGL control rooms for viewing the real time location and distance travelled in a time period. The VTS software should be compatible to run in MS Windows environment.

e) No guard will be allowed on duty without uniform except for exigency cases with approval of EIC.

10.2 DISCIPLINE & WELFARE OF THE PERSONNEL:

Discipline & Welfare of the personnel shall be the sole responsibility of the contractor and any indiscipline/misconduct of the personnel shall be promptly attended by him as desired by IGL.

10.3 WEARING OF UNIFORM & IDENTITY CARDS:

All the personnel deployed in IGL by the contractor shall always wear a neat and clean smart uniform issued by the contractor at his own expenses with a view to exhibit high standard of turnout at all items.

The contractor shall also issue proper laminated identity cards to his personnel deployed in IGL who shall prominently display their identity card while on duty.

10.4 SCRUTINY OF CHARACTER & ANTECEDENTS OF PERSONNEL:

The Contractor would abide by the rules/regulations and other instructions issued by Labour department of respective states for arrangement of labour as applicable under labour laws.

The resources engaged by the service provider shall be first made to undergo a brief induction program by service provider to train/acquaint them with the obligations to be fulfilled under this contract. However, in case of any of changes in the hired resources due to any reason whatsoever, the existing resources under this contract shall be required to train/ acquaint the new resources with the same.

10.5 CONFIDENTIALITY

The Parties take all reasonable precautions not to disclose, divulge and / or disseminate to any third party any confidential information on its security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

11.0 WAGE STRUCTURE

11.1 Salary structure is attached at page no ___ of this tender document.

11.2 Any changes in the minimum wages during the tenure of the contract shall be passed on to the vendor as per tender terms & condition. However, vendor shall be required to disburse the salary to the deployed resources according to the latest prevailing minimum wages timely.

11.3 Note for wage Structure:

a) The changes occurring in notified minimum wages during the tenure of the contract shall be incorporated and wage structure shall be amended accordingly. The same shall be passed on to the successful bidders on submission of proof of disbursement to the deployed resources.

b) Notwithstanding the point no. 1, Admin Charges, Profit & overhead (awarded as per SOR), Special Allowance will be fixed throughout the tenure of the contract.

c) Any changes occurring in minimum wages during the tenure of contract thereby leading to exclusion of deployed resources from ESI domain shall be taken care of by the contractor by taking

d) Group Mediclaim Insurance for its deployed resources with minimum coverage of insurance amount RS. 5 Lacs for each resource .

e) Apart from ESIC/Group Mediclaim Insurance as applicable. The service provider shall be required to take GPA Policy for ensuring coverage of minimum Rs. 10 Lacs for each security resource deployed by the contractor in this contract.

12.0 LOCATION OF GA FOR THE DEPLOYMENT OF SECURITY RESOURCES

a) Delhi

b) Ghaziabad

c) Hapur

d) Noida
e) Greater Noida
f) Gurugram
g) Rewari
h) Karnal
i) Kaithal
j) Rajasthan (Ajmer)
k) Rajasthan (Pali & Rajsamand)
l) Muzaffarnagar
m) Kanpur
n) Banda

13.0 BILL OF QUANTITIES

13.1 For Delhi

GROUP-1 Tentative Quantities for engagement of agencies for security services of Static Guards for SV points & adhoc requirement, MPM for patrolling services for PNG O&M Pipelines, Security Supervisor f*or* deployed security resources and MIV in the NCT of Delhi for 02 years.

Sr. No.	Description	UOM	Quantities (No.)/Month (1st Year)	Quantities (No.)/Month (2nd Year)	Quantities for 2 years
1	Providing Patrolling services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup, as per Scope of work for Security services in the state of NCT of Delhi 1. Patrol Man to be deployed as per IGL Instructions. 2. Each patrol man will travel a distance upto 100 Km per shift.	Man Month	217	225	5304
2	Providing services of unarmed Static Guards (SG) at SV points or IGL designated locations or installations as per Scope of work for Security services in NCT of Delhi	Man Month	17	17	408
3	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at SV Points, operation of MPM as per scope of work in NCT of Delhi	Man Month	4	4	96
4	Providing Fabricated 2 wheel drive Air Conditioned Mahindra Bolero or equivalent Vehicles with VTS as per scope of work in NCT of Delhi: Providing MIV for running upto 2500Km/vehicle (Delhi-6NO)	Vehicle Month	6	6	144
5	Total Out of Pocket for running KM for security resources (Static Guard and MPM)	KM	15912000		
6.1	Providing fabricated 2-wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of NCT of Delhi for running more than 2500 Km at the rate of Rs. 9.00/Km for first 12 months	KM	3000		36000
6.2	Providing fabricated 2-wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of NCT of Delhi for running more than 2500 Km at the rate of Rs. 10.00/ Km for the period 13th month onwards	KM	3000		36000

13.2 For Uttar Pradesh:

GROUP-2 Tentative Quantities for engagement of agencies for security services of Static Guards for SV points & adhoc requirement, MPM for patrolling services for PNG O&M Pipelines, Security Supervisor for deployed security resources and MIV in the state of Uttar Pradesh (Gr. Noida, Noida, Ghaziabad, Hapur) for 02 years.

Sr.	Description	UOM			Quantities for 2 years
1(a)	Providing Patrolling services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup, as per Scope of work for Security services in the state of UP (Gr. Noida, Noida, Gzbd) 1. Patrol Man to be deployed as per IGL Instructions. 2. Each patrol man will travel a distance upto 100 Km per shift.	MAN MONTH	119	124	2916
2(a)	Providing services of unarmed Static Guards (SG) at IGL CNG Stations, Stores, Offices and at SV points as per Scope of work for Security services in the state of UP (Gr. Noida, Noida, Gzb,)	MAN MONTH	14	13	324
3(a)	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at IGL CNG Stations, Stores, Offices and SV Points, operation of MPM as per scope of work in the whole state of UP (Gr. Noida, Noida, Gzb)	MAN MONTH	2	4	72
1(b)	Providing Patrolling services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup, as per Scope of work for Security services in the state of UP (Hapur) 1. Patrol Man to be deployed as per IGL Instructions. 2. Each patrol man will travel a distance upto 100 Km per shift.	MAN MONTH	18	20	456
2(b)	Providing services of unarmed Static Guards (SG) at IGL CNG Stations, Stores, Offices and at SV points as per Scope of work for Security services in the state of UP (Hapur)	MAN MONTH	10	10	240
3(b)	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at IGL CNG Stations, Stores, Offices and SV Points, operation of MPM as per scope of work in the whole state of UP (Hapur)	MAN MONTH	1	1	24
4	Providing Fabricated 2 wheel drive Air Conditioned Mahindra Bolero or equivalent Vehicles with VTS as per scope of work in the state UP (Gr. Noida, Noida, Gzb, Hapur): Providing MIV for running upto 2500Km(Noida-1NO, Gr. Noida-1 NO, Ghaziabad-2NO, Hapur-1NO)	Vehicle Month	5	5	120
5	Total Out of Pocket for running KM for security resources (Static Guard and MPM)	KM	10116000		
6.1	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of UP (Gr. Noida, Noida, Gzb, Hapur) for running more than 2500 Km at the rate of Rs. 9.00/Km for first 12 months	KM	2500		30000
6.2	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of UP (Gr. Noida, Noida, Gzb, Hapur) for running more than 2500 Km at the rate of Rs. 9.00/Km for first 12 months vehicles with VTS in the state of UP (Gr. Noida, Noida, Gzb, Hapur) for running more than 2500 Km at the rate of Rs.10.00/ Km from 13th month onwards	KM	2500		30000

GROUP-3 Tentative Quantities for engagement of agencies for security services of Static Guards for SV points & adhoc requirement, MPM for patrolling services for PNG O&M Pipelines, Security Supervisor for deployed security resources and MIV n the Rest of Uttar Pradesh (Muzaffarnagar, Kanpur, Banda, Shamli and adjacent areas) for 02 years.

Sr. No.	Description	UOM	Quantities (No.)/Month (1st Year)	Quantities (No.)/Month (2nd Year)	Quantities for 2 years

1(a)	Providing Patrolling services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup, as per Scope of work for Security services in the state of UP (Kanpur) 1. Patrol Man to be deployed as per IGL Instructions 2. Each patrol man will travel a distance upto 100 Km per shift.	MAN MONTH	23	27	600
2(a)	Providing services of unarmed Static Guards (SG) at IGL CNG Stations, Stores, Offices and at SV points as per Scope of work for Security services in the state of UP (Kanpur)	MAN MONTH	26	28	648
3(a)	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at IGL CNG Stations, Stores, Offices and SV Points, operation of MPM as per scope of work in the whole state of UP (Kanpur)	MAN MONTH	1	1	24
4 (a)	Providing services of Armed Guards (AG) - gunmen at IGL CNG Stations, Stores, Offices and SV Points as per Scope of work for Security services in the state of UP(Kanpur)	MAN MONTH	3	4	84
1(b)	Providing Patrolling services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup, as per Scope of work for Security services in the state of UP (Muzaffarnagar,Shamli, Meerut, Fatehpur, Hamirpur, Banda & Adjacent Areas) 1. Patrol Man to be deployed as per IGL Instructions. 2. Each patrol man will travel a distance upto 100 Km per shift.	MAN MONTH	52	57	1308
2(b)	Providing services of unarmed Static Guards (SG) at IGL CNG Stations, Stores, Offices and at SV points as per Scope of work for Security services in the state of UP (Muzaffarnagar,Shamli, Meerut, Fatehpur, Hamirpur, Banda & Adjacent Areas)	MAN MONTH	43	45	1056
3(b)	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at IGL CNG Stations, Stores, Offices and SV Points, operation of MPM as per scope of work in the whole state of UP (Muzaffarnagar,Shamli, Meerut, Fatehpur, Hamirpur, Banda & Adjacent Areas)	MAN MONTH	2	2	48
4(b)	Providing services of Armed Guards (AG) - gunmen at IGL CNG Stations, Stores, Offices and SV Points as per Scope of work for Security services in the state of UP(Muzaffarnagar,Shamli, Meerut, Fatehpur, Hamirpur, Banda & Adjacent Areas)	MAN MONTH	5	6	132
5	Providing Fabricated 2 wheel drive Air Conditioned Mahindra Bolero or equivalent Vehicles with VTS as per scope of work in the state UP (Muzaffarnagar,Shamli, Meerut,, Fatehpur, Hamirpur, Banda & Adjacent Areas): Providing MIV for running upto 2500Km(Muzaffarnagar-1NO, Kanpur- 1NO, Banda- 1NO)	Vehicle Month	3	3	72
6	Total Out of Pocket for running KM for security resources (Static Guard and MPM)	KM	5724000		
7.1	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of UP (Muzaffarnagar, Shamli, Meerut, Kanpur, Fatehpur, Hamirpur, Banda & Adjacent areas) for running more than 2500 Km at the rate of Rs. 9.00/Km for first 12 months	KM	1500		18000

7.2	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of Rest of UP (Muzaffarnagar, Shamli, Meerut, Fatehpur, Hamirpur, Banda & Adjacent areas) for running more than 2500 Km at the rate of Rs.10.00/ Km from 13th month onwards	KM	1500	18000

13.3 For Haryana:

GROUP-4 Tentative Quantities for engagement of agencies for security services of Static Guards for SV points & adhoc requirement, MPM for patrolling services for PNG O&M Pipelines, Security Supervisor f*or* deployed security resources and MIV in the state of Haryana (Gurugram, Rewari, Karnal, Kaithal and adjacent areas) for 02 years.

Sr.	Description	UOM	Quantities (No.)/Month (1st Year)	Quantities (No.)/Month (2nd Year)	Quantities for 2 years
1	Providing Patrolling services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup, as per Scope of work for Security services in the state of Haryana(Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas) 1. Patrol Man to be deployed as per IGL Instructions. 2. Each patrol man will travel a distance upto 100 Km per shift.	MAN MONTH	58	65	1476
2	Providing services of unarmed Static Guards (SG) at IGL CNG Stations, Stores, Offices and at SV points as per Scope of work for Security services in the state of Haryana(Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas)	MAN MONTH	56	55	1312
3	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at IGL CNG Stations, Stores, Offices and SV Points, operation of MPM as per scope of work in the whole state of Haryana(Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas)	MAN MONTH	4	4	96
4	Providing services of Armed Guards (AG) - gunmen at IGL CNG Stations, Stores, Offices and SV Points as per Scope of work for Security services in the state of Haryana (Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas)	MAN MONTH	5	6	132
5	Providing Fabricated 2 wheel drive Air Conditioned Mahindra Bolero or equivalent Vehicles with VTS as per scope of work in the state of Haryana(Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas) Providing MIV for running upto 2000Km (Rewari- 1NO, Karnal -1NO, Gurugram – 1 Nos)	Vehicle Month	3	3	72
6	Total Out of Pocket for running KM for security resources (Static Guard and MPM)	KM	4428000		
7.1	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state Haryana(Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas) for running more than 2500 Km at the rate of Rs. 9.00/Km for first 12 months	KM	1500		18000
7.2	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state Haryana(Gurugram,Rewari, Karnal, Kaithal & Adjacent Areas) for running more than 2500 Km at the rate of Rs. 10.00/ Km from 13th month onwards vehicles with VTS in the state Haryana(Gurugram, Rewari, Karnal, Kaithal & Adjacent Areas) for running more than 2500 Km at the rate of Rs.9.00/Km for first 12 months	KM	1500		18000

13.1 For Rajasthan

GROUP-5 Tentative Quantities for engagement of agencies for security services of Static Guards for SV points & adhoc requirement, MPM for patrolling services for PNG O&M Pipelines, Security Supervisor for deployed security resources and MIV in the states of Rajasthan (Ajmer, Pali and Rajsamand and adjacent areas) for 02 years.					
Sr.	**Description**	**UOM**	**Quantities (No.)/Month (1st Year)**	**Quantities (No.)/Month (2nd Year)**	**Quantities for 2 years**
No.					
1	Providing Patrollig services on motorbike with a VTS installed Motorcycle (including software and related applications) and GPS enabled Android device and 2 nos battery backup,as per Scope of work for Security services in the state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas) 1. Patrol Man to be deployed as per IGL Instructions. 2. Each patrol man will travel a distance upto 100 Km per shift.	MAN MONTH	46	46	1104
2	Providing services of unarmed Static Guards (SG) at IGL CNG Stations, Stores, Offices and SV points as per Scope of work for Security services in the state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas)	MAN MONTH	61	63	1468
3	Providing Supervisory services for assignment, handling and controlling the overall operation of the Guards deployed at IGL CNG Stations, Stores, Offices and SV Points, operation of MPM as per scope of work in the whole state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas)	MAN MONTH	2	2	48
4	Providing services of Armed Guards (AG) - gunmen at IGL CNG Stations, Stores, Offices and SV Points as per Scope of work for Security services in the state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas)	MAN MONTH	10	11	252
5	Providing Fabricated 2 wheel drive Air Conditioned Mahindra Bolero or equivalent Vehicles with VTS as per scope of work in the state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas): Providing MIV for running upto 2500Km (Ajmer-1 NO, Pali & Rajsamand-1NO)	Vehicle Month	2	2	48
6	Conveyance Allowance for patrolling (In KM) pay as per actuals	KM	3312000		
7.1	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas) for running more than 2500 Km at the rate of Rs. 9.00/Km for first 12 months	KM	1000		12000
7.2	Providing fabricated 2 wheel drive Air conditioned Mahindra Bolero or equivalent vehicles with VTS in the state of Rajasthan (Ajmer, Pali, Rajsamand and adjacent areas) for running more than 2500 Km at the rate of Rs.10.00/ Km from 13th month onwards	KM	1000		12000

* The quantities indicated in Bill of Quantities are tentative in nature and may vary as per the actual requirement of IGL.

14.0 BILL OF MATERIAL

14.1 Providing Services of Intervention Vehicles & motorbikes

Provision of Fabricated 2-wheel drive like MAHINDRA BOLERO PICKUP /ISUZU DMAX /TATA-XENON or equivalent Vehicles (Maximum 2500 Km/month) (Diesel/petrol/retro- fitted CNG kit), Bill of material with VTS device.	As per SOR
Provision of motor bikes with VTS devices commissioned for patrolling of PNG pipeline (average 6000 Km).	Included in relevant head of SOR

14.2 Features of Vehicle Tracking System

S. No	Description
1	Position tracking and the related interface for monitoring
2	Speed Tracking
3	Geo Fencing

14.3 Vehicles for Intervention Vehicle (Four-wheeler)

The vehicle (Registration not older than 03 years from date of issue of LOI/PO) should be of 05 seaters mini truck like Mahindra Bolero Pickup /Isuzu D-Max /Tata-Xenon or equivalent with two Wheel Drive with space for stowing of tools, tackles, generator etc. This vehicle will be VTS Enable, carrying an Android device. The rear of the vehicle should be customized with removable soft roof, flash lights at both rear and front and Hooter to the satisfaction of EIC. The vehicle should be customized with Stickers and IGL Logo. Sample MIV photo attached for reference.



14.4 Patrolling Bikes

The patrolling bikes should be running on CNG. Any deviation to the same shall be approved by the EIC and its registration should not be older than 03 years from date of issue of LOI/PO. Bike must be of Hero/Bajaj/Yamaha/Honda/TVS with minimum 95 cc. All motorbike should have VTS device commissioned and storage/ carriage for storing tools and tackles for emergency handling. The vehicle should be customized with Stickers and IGL Logo.

14.5 Approved Makes for the system

S. No	Description	Approved Make
1	VTS Vehicle Tracking system for Intervention — Vehicle & Motorbikes for motorbike patrolmen	Reputed

SECTION VI

SCHEDULE OF RATES

Note: Following is the format of the SOR for reference only. On the e-tendering portal, the bidders are supposed to download the excel format and quote in the predefined sheet and then upload that same excel file (as downloaded and filled) on the e-tendering portal, without any change in the format/formula.

Refer Excel Sheet attached at e-tender portal

Note to SOR:

1. For Break-up of Unit Rate excl. taxes, refer the Tender Document.
2. Bidder has to quote the profit margin above the offered rates. The profit margin should be in absolute numbers and not in percentage. It is to be noted that this profit margin will be treated as constant throughout of the tenure of the contract.
3. Profit margin should be equal to or more than "0" zero.
4. Evaluation will be on lowest cost (L1) basis for each segment.
5. Bidder must duly fill the HSN/SAC code for each service mentioned in the provided SOR.
6. Evaluation shall be done as per Tender Evaluation Methodology specified under Section-I (IFB) of the tender document.
7. Bidder(s) have to upload the unpriced SOR marked "Quoted/ Unquoted" for each item as per the excel (named "Unpriced SOR") provided in the e-tender portal along with applicable GST rate (in percentage only) and HSN code) .

SECTION VII

FORMS AND FORMATS

FORM 1
BIDDER'S GENERAL INFORMATION

(Information must be provided on bidder's letterhead)

1.	Vendor Name*	
2.	Number of Years in Operation	
3.	Complete Office Address*	City: _____ District: _____ PIN: _____ State: _____ Country: _____
4.	Telephone Number*	(Country code) – (Area code) – (Telephone number)
5.	Mobile Number, if any	
6.	E-mail address*	
7.	Website	
8.	Fax Number	(Country code) – (Area code) – (Telephone number)
9.	Type of Business/Industry	
10.	ISO Certification, if any	
11.	Whether Supplier / Manufacturer / Dealer / Trader / Service Provider	
12.	Types of material / service Provided	
13.	Bank's Name*	
14.	Bank's Branch*	
15.	Branch address*	
16.	Branch Code*	
17.	Bank account number*	
18.	Account type*	
19.	IFSC Code*	
20.	MICR Code*	
21.	Payment/bidding currency*	
22.	Type of Firm: Proprietorship / Partnership / Private Ltd. / Public Ltd. / LLP / others*	
23.	If others please specify	

24.	Names of all Directors / Proprietors / Partners	
25.	PAN No.*	
26.	EPF No.	
27.	MSME category, if applicable*	1. Type of Enterprises …… 2. Social Category of Enterprises …….. 3. Gender (Male/Female/Transgender/NA) ……
28.	GST registration no. (if registered)*	
29.	If unregistered, specify with Reason	a. Turnover threshold b. Providing exempted goods/services c. Others (specify):

(Seal and Signature of authorized bid signatory)

Note:

1 The above required information is required on the bidder's letterhead.
2 Fields marked * are mandatory
3 Mandatory supporting documents to be submitting with the above details include the following:
   a. PAN card copy
   b. GST certificate copy (of the same state as the office address mentioned above)
   c. Cancelled cheque of the bank account mentioned above or its copy
   d. In case of NSIC / MSME registered vendor, copy of registration certificate
4 Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents

FORM 2
DEVIATION FORM

(On Bidder's letter head)

M/S INDRAPRASTHA GAS LIMITED,
NEW DELHI.

IGL Tender No.: **IGL/ET2/CP/CP19027**

Notes

1) BIDDER may give here a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the IGL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3) BIDDER shall state the reason for the deviations in the remark column.
4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job to the BIDDER.
5) Any clarification raised by the Purchaser/ Consultant should be resolved within 10 days failing which the bid is liable for rejection.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification/ Comments by Bidder	Remarks
1)					
2)					
3)					
4)					
5)					
6)					

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Seal and Signature of the bidder)

FORM 3

FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR / CHARTERED ENGINEER FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS

(On letterhead of Statutory Auditor / CE)

Sr. no.	Description of the goods/ works/ services	LOA/ PO/ WO no. & date	Full proposal, address & phone nos. of client Name, designation & address of engineer/officer-in-charge(for cases other than purchase)	Value of Contract/ Order (Specify Currency amount)	Date of Commencement of work/ services or supply of goods	Scheduled completion time(months) delivery schedule	Date of actual completion / supply	Reasons for delay in execution, if any	Project cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

[Signature of Authorized signatory]
Name of Audit / CE Firm:
Chartered Accountant/Engineer:
Date:
Membership no.:
UDIN (in case of Auditor)
Seal:

[Sign. of authorized signatory of bidder]

Date:
Place:
Name:
Designation:

Instructions:

1. Copies of letter of awards/ order/ work orders and completion certificate (in case of works/services) or IRN/ Proof of delivery (in case of supplies, if applicable) to be enclosed.

   Note: Completion certificate shall clearly mention the LOA/ PO/ WO no. along with the total awarded value and total executed value separately (under a single Contract/ PO/ WO/ LOA), otherwise completion of such contract/ order shall not be considered for evaluation.

2. The supply/ work/ services completed earlier than 7 years shall not be indicated here.
3. The list of supply/ work/ services not of similar nature shall not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each order in this Annexure. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the instructions below.
5. A separate sheet should be filled for each LOA/ work order/ purchase order.
6. Certificate from the bidder's statutory auditors must be furnished in the format below for LOA/ Work Order/ Purchase Order mentioned above (separately for each orders)

It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

FORM 4

CERTIFICATE FROM THE STATUTORY AUDITOR / CHARTERED ENGINEER REGARDING SUPPLY OF GOODS/WORKS/SERVICES

(On letterhead of Statutory Auditor / CE)

Based on its books of accounts and other published information authenticated by it, {this is to certify that LOA/ PO/ WO no. …….dated……was awarded to …….. (Name of the bidder) by…….. (Name of the client) to execute……....… (Name of the supply/ work/ service). The Supply/ works/ services commenced on ……. (Date) was/ is likely to be completed on …….. (Date, if any). It is certified that the total value of contract/order executed by……. (Name of bidder) was …… (Specify currency & amount) and executed value was …… (Specify currency & amount).

[Signature of Authorized signatory]
Name of Audit / CE Firm:
Chartered Accountant/Engineer:
Date:
Membership no.:
UDIN (in case of Auditor):
Seal:

FORM 5
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

FORMAT FOR STATUTORY AUDITOR / CHARTERED ACCOUNTANT

(For Supply of Goods/Works/Services, on letterhead of Statutory Auditor/ CA)

We have verified the Annual Accounts and other relevant records of M/s. _____ (Name of bidder) and certify the following:

ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount(Currency)
Year1: FY 20__-__	
Year2: FY 20__-__	
Year3: FY 20__-__	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	FY 20__-__
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets - current liabilities)	
4. Net worth(Paid up share capital and free reserves & surplus)	

Name of Audit Firm:
Chartered Accountant:
Date:
Membership no.:
UDIN:

[Signature of Authorized signatory]
Name:
Designation:
Seal:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. For the purpose of this Tender document
   (i) Annual Turnover shall be "Sale value/ Operating Income"
   (ii) Working capital shall be "Current Assets less Current Liabilities" and
   (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"

(SIGNATURE OF BIDDER WITH SEAL)

FORM 6
DECLARATION

(On Bidder's letter head)

Indraprastha Gas Limited,
IGL Bhawan, 4 Community Centre,
Sector – IX, R.K.Puram,
New Delhi – 110022

We confirm that we have not initiated any court proceedings, arbitration proceedings or started any other litigation process with IGL and pending for settlement.

We also confirm that neither we nor any of our directors or proprietors involved in any capacity, or any of ours subsidiary, affiliate, sister concern or any other agency over which we have substantial control are currently serving any banning / holiday orders issued by IGL / GAIL / BPCL due to any reason.

SEAL AND SIGNATURE OF BIDDER

FORM 7
DECLARATION OF TENDER DOCUMENT PURCAHSED / DOWNLOADED

(On Bidder's letter head)

No. Date:

Indraprastha Gas Limited,
IGL Bhawan, 4 Community Centre,
Sector – IX, R. K. Puram,
New Delhi – 110022

Sub: Bid Document for _____

Sir,

We hereby confirm that we have read each and every page of the subject tender document(s) (all Volumes/Parts) along with Corrigendum & Reply to bidder's queries, if any, thoroughly and understood the complete Scope of Work and all terms & conditions. We hereby also confirm that all tender terms & conditions are acceptable to us. Also, no alterations have been made to the original tender document(s) as provided by IGL.

Yours faithfully,

Seal and Signature
Name & Designation
For and on behalf of

FORM 8
LETTER FROM STATUTORY AUDITOR / CHARTERED ACCOUNTANT / CHARTERED ENGINEER

(On Auditor's / CA's / CE's Letterhead)

To, Date:

Subject: Certificate regarding …….

Dear Sir,

We……. (Name of the Statutory Auditor / Chartered Accountant / Chartered Engineer) are the Statutory Auditor / Chartered Accountant / Chartered Engineer of M/s. ……. (Name of the bidder).

We hereby confirm that we have issued following certificate(s):

1.
2.
3.

Thanking You,

Place: (Signature)
Date: Name of Authorized Signatory

Membership No.
Encl.: As above

FORM 9
PRO FORMA FOR LETTER OF AUTHORITY

(On Bidder's letter head)

No. Date:

Indraprastha Gas Limited,
IGL Bhawan, 4 Community Centre,
Sector – IX, R.K.Puram,
New Delhi – 110022

Sub: Bidding Document for _____

Sir,

We _____ hereby authorize following representative(s) to attend the Techno-commercial Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

Seal and 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.

SEAL AND SIGNATURE OF BIDDER

FORM 10
DETAILS OF LITIGATION

(On Bidder's letter head)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years, if any, in this Form. In case of no such litigations, to be submitted clearly marked "NIL".

SEAL AND SIGNATURE OF BIDDER

TECHNO-COMMERCIAL INFORMATION

(To be filled on the e-tendering portal in the provided excel format)

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as "attached", "enclosed", "submitted" or other such terms alone should be avoided.

Complete Bidder Organization Name		
Sr. no.	**Requirement**	**Bidder's Response**
General Information		
1	Bid Reference no.	
2	Complete Bidder Organization Name	
3	Date of Registration	
4	Company Address(es) in India	
5	No. of years in business	
6	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
7	Details of Directors / Proprietors / Partners	
8	Phone no. of contact person	
9	Email ID of contact person	
10	GST registration number	
Commercial Terms and Conditions		
1	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	
2	Bidder has submitted the EMD / Bid Security declaration as per tender format.	
3	Bidder accepts to quote the prices as per SOR enclosed with this tender document	
4	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	
5	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	
6	Bidder understands and accepts the complete scope of work as defined in the tender document	
7	Bidder accepts the contractual validity period as per tender	
8	Bidder accepts the terms of payment as per tender	
9	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	
10	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	
11	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	
12	Bidder accepts all statutory compliances against tender	
13	Bidder has read and accepts the tender document in toto	
14	Any deviation from the tender document sought by the bidder is listed separately in Form-2 only	
15	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	

NOTE: Bidder have to upload the unpriced SOR provided on the e-tender portal marked "Quoted/ Unquoted" for each item.

DOCUMENTS TO BE CHECKED AGAINST BEC

Sr.	Criteria	Verification Document
Technical BEC		
1	As per clause no. 7.1 under Section-I (IFB) of Tender	As per clause no. 7.1 NOTE: (a) under Section-I (IFB) of Tender, copy of relevant certificate, copy of work order, completion certificate.
Financial BEC		
2	As per clause no. 7.2 under Section-I (IFB) of Tender	Audited financial reports including balance sheets and profit & loss statements for last 3 financial years along with Form-5 certified by Statutory Auditor / Chartered Accountant with UDIN. Bank Letter for Line of Credit as per Annexure-2 of tender in case of inadequate working capital.

DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL

Below is the list of mandatory documents to be uploaded by the Bidder on the e-tender portal. Bidder may attach any other docs, not in below list but relevant to this tender on the e-tendering portal also.

Bidder has to upload the file on e-tender portal in .pdf format and keep the file name as provided in the column "Document Header Name" below.

Sr.	Document Header Name	Document Description
1.	EMD/Bid Security with Annexure-I	EMD/Bid Security (BG/DD/Banker's Cheque/Online payment, or valid exemption certificate) along with Declaration for Bid Security as per proforma at Annexure-1 of tender document in case EMD exemption availed
2.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
3.	Form-1 with supporting docs	Form-1: Bidder's General Information as per provided format along with copy of all supporting documents mentioned in the Form.
4.	Form-2 Deviation Form	Form-2: Deviation Form as per provided format
5.	Form-3 and 4 Work Experience Certificates	Form-3 and Form-4: Certificate from statutory auditor/chartered accountant for details of similar goods / work / services supplied / done during past 7 years as per provided format
6.	Form - 5	Form-5, certificate for financial capability of the bidder
7.	Form-6 Declaration Letter	Form-6: Declaration as per provided format.
8.	Form-7 Tender Declaration	Form-7: Declaration of tender document acceptance as per provided format.
9.	Form-8 Letter from Statutory Auditor/CA	Form-8: Letter from Statutory Auditor/CA as per provided format.
10.	Form-9 Authority Letter for Attendance	Form-9: Letter of authority in favour of any one or two of Bidder's executives having authority to attend the techno-commercial and price bid opening.
11.	Form-10 Litigation details	Form-10: Details Of Litigation, if any
12.	Documents against Financial BEC	As per the table provided above and/or any other document as per relevant BEC clause, i.e. audited financials for last 3 years, etc.
13.	Documents against Technical BEC	As per the table provided above and/or any other document as per relevant BEC clause

Bidder may upload any other document not in the above list but required as per tender, under "Other Documents" option on the e-tender portal.

ANNEXURE - I
DECLARATION OF BID SECURITY

To
Indraprastha Gas Ltd (IGL)

Tender No:
Subject:

Dear Sir,
After examining / reviewing provisions of above referred tender documents (including all corrigenda/addenda), we M/s _____ (Name of Bidder) have submitted our offer/bid no._____.

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of IGL in this regard), if we are in breach of our obligation(s) as per following:

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by IGL during the period of bid validity:
    a. fail or refuse to execute the Contract, if required, or
    b. fail or refuse to furnish the Contract Performance Bank Guarantee, in accordance with provisions of tender document.
    c. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure

Place:
Date:

Signature of Authorized Signatory
Name:
Seal of Bidder:

ANNEXURE - II
FORMAT FOR LETTER FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
Indraprastha Gas Limited,
IGL Bhavan, 4 Community Centre,
Sector – IX, R.K.Puram,
New Delhi – 110022

Dear Sir,

This is to certify that M/s ……... (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for IGL's Tender no. ..... Dated …… for ……... (Name of the supply/work/services/consultancy) and as per the terms of the said Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s ……... (Name of the Bank with address) confirms availability of line of credit to M/s ……... (Name of the bidder) for at least an amount of Rs. _____. It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

For …… (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp

ANNEXURE - III
BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:
Date:

To
M/S INDRAPRASTHA GAS LIMITED,
NEW DELHI

TENDER NO. _____ FOR _____

WHEREAS _____ (HEREINAFTER CALLED 'The Bidder' has submitted his Bid dated _____ for supply of _____ (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE _____ (hereinafter called 'The Bank') are bound unto INDRAPRASTHA GAS LIMITED, IGL Bhawan, 4, Community Centre, Sector – IX, R. K. Puram, New Delhi 110 022 (herein after called 'IGL') in the sum of _____ for which payment well and truly made to IGL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this _____ day of _____ 2023.

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the BANK)

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

Bank Guarantee No……
Date……

CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

To
INDRAPRASTHA GAS LIMITED
Plot no. 4, Community Centre,
R.K. Puram Sector-9, New Delhi - 110022

OWNER CONTRACT/ORDER NO……. DATED……

Dear Sir,
In consideration of INDRAPRASTHA GAS LIMITED, NEW DELHI (INDIA) (hereinafter referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the work of ……..... ***to*** *……..having its Principal Office at ……..…… (hereinafter referred to as "VENDOR" / "SELLER" / "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply/execution by issue of OWNER'S Contract/Order No. …….. dated……. And the same having been accepted by the VENDOR/SELLER/CONTRACTOR resulting into CONTRACTS for supplies of materials/equipment/execution of works/services as per above Owner Contract/Order having a total value of ……. for the complete supply of materials/equipment/execution of works/services and the VENDOR/SELLER/CONTRACTOR having agreed to provide a Contract Performance and Warranty/Guarantee for the faithful performance of the aforementioned contract and warranty to quality to OWNER.*

We (Bank) ……having its Head Office at ……. (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the OWNER, on demand any and all moneys payable by the Vendor/Seller/Contractor to the extent of ___% (___ percent) of the Contract price without any deviation and protest as aforesaid at any time up to……and without reference to the VENDOR/SELLER/CONTRACTOR. Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and VENDOR/SELLER/CONTRACTOR or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges the guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by VENDOR/SELLER/CONTRACTOR of the aforementioned contract. OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against VENDOR/SELLER/CONTRACTOR and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contracts between OWNER and VENDOR/SELLER/CONTRACTOR or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.

The BANK also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the BANK as a Principal Debtor, in the first instance without proceeding against VENDOR/SELLER/CONTRACTOR and

Bank Guarantee No……
Date……

notwithstanding any security or other guarantee that OWNER may have in relation to the VENDOR'S/SELLER'S/CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall remain in force up to and including ……. and shall be extended from time to time for such period as may be desired by the VENDOR/SELLER/CONTRACTOR/ on whose behalf this Guarantee has been given.

Dated this the _____ day of_____2023_____at_____

1. *The guarantee shall not be affected by any change in constitution of the bank or by absorption/merger of bank with any other body or corporation.*
2. *The guarantee shall be in addition to and not in substitution for any other guarantees or security for the supplier/Contractor given or to the owner in respect of said purchase order by the bank (whether alone or jointly with others.*
3. *The bank hereby declares that _____ (Name of the person signing on behalf of bank) _____is authorized to sign this guarantee /undertaking on behalf of the bank and to bind the bank thereby.*
4. *Any notice by way of request, demand or otherwise hereunder may be sent by post/courier to the bank address and duly verified by proof of delivery will be sufficient & shall be deemed as claim lodging date by owner.*
5. *This guarantee is operative at _____in Delhi NCR (name and address of the branch in Delhi NCR location only) branch, _____ (Place).*
6. *Details of issuing and operating branches are as under:*

	Issuing/Outstation Bank details	*Local Operating (Delhi NCR) bank details.*
Postal Address		
Telephone no / Fax No		
Contact person		
Email ID		

7. *These present shall be governed by and construed in accordance to Indian law.*

Notwithstanding anything contained herein above:

1. *Our liability under this Bank Guarantee shall not exceed Rs. ……. (amount in figures and words).*
2. *This Bank Guarantee shall be valid up to …….. (Contract period + Min period as defined in contract/Tender (i.e. 90 days beyond contract/defect liability period whichever is higher)).*
3. *We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before ……..." (at least 1 month beyond BG expiry date.)*

WITNESS
(Signature)

(Name)
(Official Address)

(Signature Bank Signatory)

Bank Rubber Stamp
(Name)

Designation with Bank Stamp plus Attorney as Per Power of Attorney

No……
Dated……

Wage Structure						Segment -1				Segment -2 (UP-NCR)				Segment -2 (HAPUR)				Segment -3 (Kanpur)				Segment -3 (Muzaffarnagar, Banda and adjacent areas)				Segment -4 (HARYANA)				Segment -5 (RAJASTHAN)				
		Component		Description / Calculation	Remarks / Cap	Static Guard Deployed at SVs	MPMs	Security Supervisor	Gunman	Semi-Skilled	Semi-Skilled	Skilled	Gunman	Static Guard Deployed at SVs	MPMs	Security Supervisor	Gunman	Static Guard Deployed at SVs	MPMs	Security Supervisor	Gunman	Static Guard Deployed at SVs	MPMs	Security Supervisor	Gunman	Static Guard Deployed at SVs	MPMs	Security Supervisor	Gunman	Static Guard Deployed at SVs	MPMs	Security Supervisor	Gunman	Frequency
						Semi-Skilled	Semi-Skilled	Skilled	Skilled	Static Guard Deployed at SVs	MPMs	Security Supervisor	Skilled	Semi-Skilled	Semi-Skilled	Skilled	Skilled	Semi-Skilled	Semi-Skilled	Skilled	Skilled	Semi-Skilled	Semi-Skilled	Skilled	Skilled	Semi-Skilled	Semi-Skilled	Skilled	Skilled	Skilled	Skilled	Highly Skilled	Highly Skilled	
				Per Day Wages		783.50	783.50	861.96	861.96	579.19	579.19	648.77	648.77	522.69	522.69	585.54	585.54	550.23	550.23	616.35	616.35	522.69	522.69	585.54	585.54	645.41	645.41	711.56	711.56	309.00	309.00	359.00	359.00	
Statuary Components (A)		Base Salary	A1	As per State Minimum Wages (For 26 Days)		20,371.00	20,371.00	22,411.00	22,411.00	15,059.00	15,059.00	16,868.00	16,868.00	13,590.00	13,590.00	15,224.00	15,224.00	14,306.00	14,306.00	16,025.00	16,025.00	13,590.00	13,590.00	15,224.00	15,224.00	16,780.66	16,780.66	18,500.56	18,500.56	8,034.00	8,034.00	9,334.00	9,334.00	
			A2	Wage for 04 days for Reliever		3,134.00	3,134.00	3,447.85	3,447.85	2,316.77	2,316.77	2,595.08	2,595.08	2,090.77	2,090.77	2,342.15	2,342.15	2,200.92	2,200.92	2,465.38	2,465.38	2,090.77	2,090.77	2,342.15	2,342.15	2,581.64	2,581.64	2,846.24	2,846.24	1,236.00	1,236.00	1,436.00	1,436.00	
	(ii)	EPF (Employer's share)	B1	12% of Base Salary, for 26 Days	Capped at ₹15,000/-	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,630.80	1,630.80	1,800.00	1,800.00	1,716.72	1,716.72	1,800.00	1,800.00	1,630.80	1,630.80	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	964.08	964.08	1,120.08	1,120.08	Monthly
			B2	12% of Base Salary, for 4 Days for Reliever		276.92	276.92	276.92	276.92	276.92	276.92	276.92	276.92	250.89	250.89	276.92	276.92	264.11	264.11	276.92	276.92	250.89	250.89	276.92	276.92	276.92	276.92	276.92	276.92	148.32	148.32	172.32	172.32	
	(iii)	EDLI	C1	0.50% of Base Salary, for 26 Days	Capped at ₹15,000/-	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	67.95	67.95	75.00	75.00	71.53	71.53	75.00	75.00	67.95	67.95	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	40.17	40.17	46.67	46.67	Monthly
			C2	0.50% of Base Salary, for 4 Days for Relievers		11.54	11.54	11.54	11.54	11.54	11.54	11.54	11.54	10.45	10.45	11.54	11.54	11.00	11.00	11.54	11.54	10.45	10.45	11.54	11.54	11.54	11.54	11.54	11.54	6.18	6.18	7.18	7.18	
	(iv)	EPF Admin Charges	D1	0.5% of Base Salary, for 26 Days	Capped at ₹15,000/-	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	67.95	67.95	75.00	75.00	71.53	71.53	75.00	75.00	67.95	67.95	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	40.17	40.17	46.67	46.67	Monthly
			D2	0.5% of Base Salary, for 4 Days for reliever		11.54	11.54	11.54	11.54	11.54	11.54	11.54	11.54	10.45	10.45	11.54	11.54	11.00	11.00	11.54	11.54	10.45	10.45	11.54	11.54	11.54	11.54	11.54	11.54	6.18	6.18	7.18	7.18	
	(v)	ESI / GMI	E1	3.25% of Base Salary, for 26 Days	Capped at ₹21,000/-	662.06	662.06	-	-	489.42	489.42	548.21	548.21	441.68	441.68	494.78	494.78	464.95	464.95	520.81	520.81	441.68	441.68	494.78	494.78	545.37	545.37	601.27	601.27	261.11	261.11	303.36	303.36	Monthly
			E2	3.25% of Base Salary, for 04 Days for Reliever		101.86	101.86	-	-	75.30	75.30	84.34	84.34	67.95	67.95	76.12	76.12	71.53	71.53	80.13	80.13	67.95	67.95	76.12	76.12	83.90	83.90	92.50	92.50	40.17	40.17	46.67	46.67	
	(vi)	Ex-Gratia / Bonus	F1	8.33% of Base Salary, for 26 Days	Capped at ₹21,000/-	1,696.90	1,696.90	1,749.30	1,749.30	1,254.41	1,254.41	1,405.10	1,405.10	1,132.05	1,132.05	1,268.16	1,268.16	1,191.69	1,191.69	1,334.88	1,334.88	1,132.05	1,132.05	1,268.16	1,268.16	1,397.83	1,397.83	1,541.10	1,541.10	669.23	669.23	777.52	777.52	Yearly/half yearly
			F2	8.33% of Base Salary, for 04 Days for Reliever		261.06	261.06	269.12	269.12	192.99	192.99	216.17	216.17	174.16	174.16	195.10	195.10	183.34	183.34	205.37	205.37	174.16	174.16	195.10	195.10	215.05	215.05	237.09	237.09	102.96	102.96	119.62	119.62	
	(vi)	Leave Pay	G1	7.4% of Base Salary for 26 Days	-	1,507.45	1,507.45	1,658.41	1,658.41	1,114.37	1,114.37	1,248.23	1,248.23	1,005.66	1,005.66	1,126.58	1,126.58	1,058.64	1,058.64	1,185.85	1,185.85	1,005.66	1,005.66	1,126.58	1,126.58	1,241.77	1,241.77	1,369.04	1,369.04	594.52	594.52	690.72	690.72	Yearly/half yearly
			G2	7.4% of Base Salary for 04 Days for Reliever		231.92	231.92	255.14	255.14	171.44	171.44	192.04	192.04	154.72	154.72	173.32	173.32	162.87	162.87	182.44	182.44	154.72	154.72	173.32	173.32	191.04	191.04	210.62	210.62	91.46	91.46	106.26	106.26	
	(vii)	PMJJBY + PMSBY*	H1	As per actual ,for 26 Days		38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	
			H2	As per actual ,for 04 Days for Reliever		5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	5.85	
		Total Statutory Component (A)		Sum of above components	-	**30,260.10**	**30,260.10**	**32,084.67**	**32,084.67**	**22,967.54**	**22,967.54**	**25,451.02**	**25,451.02**	**20,739.33**	**20,739.33**	**23,194.06**	**23,194.06**	**21,829.68**	**21,829.68**	**24,293.71**	**24,293.71**	**20,739.33**	**20,739.33**	**23,194.06**	**23,194.06**	**25,331.11**	**25,331.11**	**27,692.27**	**27,692.27**	**12,278.39**	**12,278.39**	**14,258.09**	**14,258.09**	
Fixed Component (B)	(viii)	House Rent Allowance (HRA)	For 26 days	Fixed During the Tenure of contract		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Monthly
			For 04 Days. For reliever			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	(ix)	Special Allowance	For 26 Days	Fixed During the Tenure of contract		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,168.67	4,168.67	5,630.73	4,781.40	Monthly
			For 04 Days. For reliever			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	641.33	641.33	866.27	735.60	
	(xi)	Admin Charges		Fixed During the Tenure of contract	Fixed during contract	907.80	907.80	962.54	962.54	689.03	689.03	763.53	763.53	622.18	622.18	695.82	695.82	654.89	654.89	728.81	728.81	622.18	622.18	695.82	695.82	759.93	759.93	830.77	830.77	368.35	368.35	427.74	427.74	
		Total Value as refelected in SOR, excl. GST				**31,167.90**	**31,167.90**	**33,047.21**	**33,047.21**	**23,656.56**	**23,656.56**	**26,214.55**	**26,214.55**	**21,361.51**	**21,361.51**	**23,889.88**	**23,889.88**	**22,484.57**	**22,484.57**	**25,022.52**	**25,022.52**	**21,361.51**	**21,361.51**	**23,889.88**	**23,889.88**	**26,091.04**	**26,091.04**	**28,523.04**	**28,523.04**	**17,456.74**	**17,456.74**	**21,182.83**	**20,202.83**	