



INDRAPRASTHA GAS LIMITED

TENDER DOCUMENT

FOR

**SUPPLY AND INSTALLATION OF FRF POLE ROUTE
MARKERS FOR DELHI & NCR**

TENDER DOCUMENT NO. IGL/ET2/CP/CP18492

TENDER DOCUMENT

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18492
------------------------------	--------------	---------------------------

SECTION I INVITATION FOR BID (IFB)	6
1.0 INTRODUCTION.....	7
2.0 BRIEF SCOPE	7
3.0 DURATION OF CONTRACT/DELIVERY SCHEDULE	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).....	9
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

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18492
-----------------------	-------	--------------------

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	COUNTRY OF ORIGIN	32
7.0	STANDARDS	33
8.0	CONFIDENTIALITY	33
9.0	CONTRACT OBLIGATIONS	33
10.0	MODIFICATION IN CONTRACT	33
11.0	DELAYS BY OWNER OR HIS AUTHORISED AGENTS	34
12.0	PATENT RIGHTS	34
13.0	CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE	34
14.0	INSPECTIONS AND TESTS	35
15.0	ADDITIONAL TEST	35
16.0	PACKING	36
17.0	DISPATCH INSTRUCTIONS	36
18.0	DELIVERY AND DOCUMENTS	36
19.0	TRANSPORTATION	36
20.0	GUARANTEE/ WARRANTY	37
21.0	LATENT DEFECT	37
22.0	PAYMENT TERMS	37
23.0	PRICES AND PRICE BASIS	38
24.0	FALL CLAUSE	38
25.0	ASSIGNMENT	39
26.0	SUB-CONTRACTING	39
27.0	TIME SCHEDULE & PROGRESS REPORTING	39
28.0	DELAYS IN THE SUPPLIER'S PERFORMANCE	40
29.0	PRICE REDUCTION SCHEDULE (PRS)	40
30.0	TERMINATION FOR DEFAULT	40
31.0	OWNER MAY DETERMINE / TERMINATE CONTRACT	41
32.0	TERMINATION FOR INSOLVENCY	41
33.0	TERMINATION FOR OWNER'S CONVENIENCE	41
34.0	FORCE MAJEURE	42
35.0	SETTLEMENT OF DISPUTES	42
36.0	LIMITATION OF LIABILITY	43
37.0	PUBLICITY AND ADVERTISEMENT	43
38.0	GOVERNING LANGUAGE	43
39.0	APPLICABLE LAW	43
40.0	NOTICES	43
41.0	TAXES, DUTIES AND LEVIES	43
42.0	TIME FOR PERFORMANCE	45
43.0	TRANSFER OF TITLE	45
44.0	CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE ENTITLED TERMINATION FOR DEFAULT	45
45.0	CHANGE IN CONSTITUTION	46
46.0	MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE	46
47.0	CONTRACTOR TO INDEMNIFY THE OWNER	46
48.0	SAFETY REGULATIONS	46
49.0	OWNER MAY DO PART OF WORK	46
50.0	POSSESSION PRIOR TO COMPLETION	46
51.0	DEFECTS IN WORK	46
52.0	REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS	47
53.0	DEFENCE OF SUITS:	48
54.0	PACKING, FORWARDING AND SHIPMENT	48

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18492
-----------------------	-------	--------------------

55.0	DEDUCTIONS FROM THE CONTRACT PRICE.....	48
56.0	COMPLETION CERTIFICATE.....	48
57.0	FINAL DECISION AND FINAL CERTIFICATE.....	49
58.0	CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION.....	49
59.0	REPEAT ORDER.....	49
60.0	INSURANCE.....	49
61.0	COMPLIANCE OF LAWS.....	50
62.0	THE ENGINEER-IN-CHARGE.....	50
63.0	INDEMNITY.....	51
64.0	LABOUR LAWS.....	51
65.0	EVALUATION OF PERFORMANCE.....	52
66.0	CONTRACTOR SAFETY MANUAL.....	53
67.0	WHISTLE- BLOWER POLICY.....	53
SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC).....		54
1.0	DEFINITIONS AND INTERPRETATIONS.....	55
2.0	INTERPRETATIONS.....	55
3.0	REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES.....	55
4.0	INTELLECTUAL PROPERTY.....	55
5.0	STANDARDS.....	55
6.0	MATERIAL TO BE SUPPLIED BY THE CONTRACTOR.....	56
7.0	INSPECTIONS AND TESTS.....	56
8.0	CONTRACT PERFORMANCE BANK GUARANTEE (CPBG).....	57
9.0	PRICE REDUCTION SCHEDULE (PRS).....	57
10.0	PENALTIES.....	58
11.0	TAXES & DUTIES.....	58
12.0	STATUTORY VARIATIONS IN TAXES.....	58
13.0	TERMS OF PAYMENTS.....	58
14.0	PAYMENT METHODOLOGY AND MODE OF PAYMENT.....	59
15.0	ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS.....	59
16.0	HEALTH SAFETY AND ENVIRONMENT (HSE).....	60
17.0	PROVIDENT FUND.....	60
18.0	POWER AND WATER CONNECTION.....	60
19.0	CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES.....	60
20.0	BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996.....	60
21.0	CONTRACTOR'S OBLIGATION AT SITE.....	61
22.0	RECONCILIATION OF OWNER SUPPLIED MATERIALS.....	61
23.0	COMPLIANCE WITH LAW.....	61
24.0	INSURANCE.....	62
25.0	STATUTORY APPROVALS.....	62
26.0	SITE CLEANING.....	62
27.0	SITE CLEANING.....	63
28.0	WORKMANSHIP.....	63
29.0	COMPLETION DOCUMENT.....	63
30.0	TIME LIMIT FOR CLAIMS.....	63
31.0	ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS.....	63
32.0	WARRANTY.....	64
33.0	TRANSIT RISK INSURANCE.....	64
34.0	DOCUMENT PRECEDENCE.....	64
35.0	SUBLETTING AND ASSIGNMENT.....	64
36.0	TENDERS NOT IN PRESCRIBED FORMS.....	64
37.0	TENDERS NOT CONFIRMING TO SPECIFICATIONS.....	64
38.0	CONTRACTOR SAFETY MANUAL.....	65
39.0	TERMINATION FOR DEFAULT.....	65
40.0	SETTLEMENT OF DISPUTES (ARBITRATION).....	67
41.0	SUBLETTING AND ASSIGNMENT.....	67
42.0	COMPUTATION / ARITHMETICAL ERROR.....	67
43.0	TERMINATION AND FAILURE CLAUSE.....	68
44.0	FORCE MAJEURE.....	68
45.0	APPLICABLE LAW.....	69
46.0	WHISTLE-BLOWER POLICY.....	69
47.0	ORDER / CONTRACT CLOSURE.....	69

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18492
------------------------------	--------------	---------------------------

SECTION V SCOPE OF WORK	71
1.0 SCOPE OF WORK:	72
2.0 TECHNICAL SPECIFICATION FOR SUPPLY:	72
3.0 ORGANISATION OF WORK:.....	73
4.0 MOBILISATION / EQUIPMENT / TOOLS & TACKLES:.....	74
5.0 CO-ORDINATION WITH STATUTORY AUTHORITIES:.....	75
6.0 SITE MANAGEMENT & CLEANING:	75
7.0 OTHER CONDITIONS:	75
8.0 STANDARD TERMS AND CONDITIONS FOR MATERIAL SUPPLY:	76
9.0 SERVICE PROVIDER'S SCOPE OF TOOLS FOR INSTALLATION:	76
SECTION VI SCHEDULE OF RATES	77
SECTION VII FORMS AND FORMATS	79
FORM 1 BIDDER'S GENERAL INFORMATION	80
FORM 2 DEVIATION FORM	82
FORM 3 FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR / CHARTERED ENGINEER FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS.....	83
FORM 4 CERTIFICATE FROM THE STATUTORY AUDITOR / CHARTERED ENGINEER REGARDING SUPPLY OF GOODS/WORKS/SERVICES.....	85
FORM 5 CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER	86
FORM 6 DECLARATION	87
FORM 7 DECLARATION OF TENDER DOCUMENT PURCHASED / DOWNLOADED.....	87
FORM 8 LETTER FROM STATUTORY AUDITOR / CHARTERED ACCOUNTANT / CHARTERED ENGINEER	88
FORM 9 PRO FORMA FOR LETTER OF AUTHORITY	89
FORM 10 DETAILS OF LITIGATION	89
TECHNO-COMMERCIAL INFORMATION.....	90
DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL	92
ANNEXURE - I DECLARATION OF BID SECURITY	93
ANNEXURE - II FORMAT FOR LETTER FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE	94
ANNEXURE - III BID BOND PROFORMA / PROFORMA FOR EMD.....	95
CONTRACT PERFORMANCE BANK GUARANTEE	96

SECTION I
INVITATION FOR BID (IFB)

**OPEN DOMESTIC TENDER
(THROUGH E-TENDERING MODE)**

**SECTION I
NOTICE FOR INVITATION FOR BIDS (IFB)**

SUPPLY AND INSTALLATION OF FRP POLE ROUTE MARKERS FOR DELHI & NCR

TENDER DOCUMENT NO. IGL/ET2/CP/CP18492

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

Brief scope of work involves supply of pipeline route markers and installation work, which shall include co-ordination with various authorities for obtaining permission, excavation, making foundation and installation of the markers at designated places.

Service Code	Service Description	Total Qty.
1020343	Supp. & Inst. of FRP Route Marker	3002

Tender scope of work has been divided into 2 Segments:

Segment	Segment Location	Total Qty.
A	NWCS (North, West, Central, South Delhi)	1124
B	NCRE (Ghaziabad, Noida, Gr. Noida, East Delhi)	1878

Refer Section-V of this Tender for detailed Scope of Work (SOW).

3.0 DURATION OF CONTRACT/DELIVERY SCHEDULE

- 3.1 Duration of contract shall be **two (02) years** from the date of first notification of award from IGL.
- 3.2 The deployment for the services shall be done within Fifteen Days or earlier from the date of first notification of award from IGL. In case of failure, IGL reserves the right to cancel the contract.
- 3.3 IGL at its discretion can extend the contract by one year based on the satisfactory performance of the service provider on same rates and terms and conditions.

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/CP18492 dated 12.07.2025
Availability of tender document on website(s)	From 12.07.2025 to 01.08.2025
Pre-bid meeting date and time	21.07.2025 at 1500 hrs IST

Pre-bid meeting link	Click on the below link: Join the meeting now
Bid submission due date and time	01.08.2025 till 1430 hrs IST
Bid Submission at	https://igl.ewizard.in
Techno-commercial bid opening date and time	01.08.2025 at 1500 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	Head (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) 4607 4607 Email: ankush.jain@igl.co.in ; aakash.rajpoot@igl.co.in ; ajitesh.kushwaha@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://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.

- EMD/Bid Security
- Power of Attorney to the bid signatory on Non-Judicial Stamp Paper / Board Resolution on Company Letterhead
- All Forms & Formats as per Section - VII
- Documents for compliance of Bidder Evaluation Criteria (BEC)
- 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:

- 1) The bidder must have the experience of having successfully carried out and completed supply and installation of pole marker (any MOC) in a single work order/contract in previous 07 years reckoned from the date of floating of tender of at least executed value as per the below table for respective segments.

Segment	Region	Executed value in single order/contract
A	North, West, South & Central Delhi (NWCS)	Rs. 5.39 Lakhs
B	Ghaziabad, Noida, Greater Noida, East Delhi (NCRE)	Rs. 9.00 Lakhs

7.2 Financial BEC:

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

Segment	Region	Minimum Annual Turnover
A	North, West, South & Central Delhi (NWCS)	Rs. 10.78 Lakhs
B	Ghaziabad, Noida, Greater Noida, East Delhi (NCRE)	Rs. 18.01 Lakhs

- (b) Net Worth: The net worth of the bidder as per their audited financial results of the preceding financial year shall be **positive**.
- (c) Working Capital: The minimum working capital of the bidder as per their audited financial results of the preceding financial year shall be as below:

Segment	Region	Minimum Working Capital
A	North, West, South & Central Delhi (NWCS)	Rs. 2.16 Lakhs
B	Ghaziabad, Noida, Greater Noida, East Delhi (NCRE)	Rs. 3.60 Lakhs

If the bidder's working capital is inadequate for the item/(s) quoted for, 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.

Notes:

- For bidders quoting for Segment-A only, Financial BEC will not be applicable.
- In case bidders quote for both Segments, then Technical & Financial BEC shall be required to be complied on cumulative basis. (For Technical BEC, this means that the sum of required executed values must be done in single order/contract).
- In case bidder quotes for more than one segments but meets Bid Evaluation Criteria for lesser number of segments, such bid shall be qualified for lesser number of segments based on IGL estimates arranged in descending order for segments till the cumulative value of BEC criteria is exhausted
- In case of tenders having bid submission date up to 30th September of the relevant financial year, and audited financial results of the immediately 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 the 30th September of the preceding financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.
- 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.

7.3 Documents Required:

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

The documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:

- Contract / Purchase order/ Work Order copy with clear scope of work along with SOR.
- Completion certificate with clear mention of actual executed value and actual execution period or any other documents confirming the execution of services.
- The document stated above must have complete scope of work issued from the end client to the bidder duly certified by end client must be submitted with the offer. In case of a running contract a certificate issued by the end client to the bidder clearly stating the executed value till the date of floating of tender defining the complete scope of work duly certified by end client must be submitted along with the offer.
- Audited Financial Report including Balance Sheet and Profit & Loss Statements of three preceding financial years with UDIN.
- Any other document required for qualification against BEC clauses.

Note:

- The bidder shall be required to submit the documentation and proof for above BEC requirements and IGL may at his 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 them will be liable for rejection.
- 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 opened as per clauses mentioned under section IFB, ITB, SCC and SOW of the tender.
2. Evaluation shall be done on **Segment-wise (L1) Basis**. Partial quotation of the SOR of any quoted segment shall result in rejection of bid for that segment.
3. Qualified bidder's status will be arranged in increasing order of their evaluated total price (L1, L2, L3, ... and so on) for each Segment separately. Bidder having lowest evaluated price for complete scope of work shall be considered L1 for the particular segment.
4. If more than one bidder quotes the same rates leading to common total evaluated price, the following methodology would be used for tie breaking. Rank would be decided based on the following parameters in order of precedence:
 - Turnover of the preceding audited financial year
 - Value of highest single order of similar work executed in last 7 years
5. The total work shall be divided among 04 (Four) contractors in 02 Segments:
 - Segment-A: North, West, South, Central Delhi
 - Segment-B: East Delhi, Ghaziabad, Noida, Greater Noida
6. There shall be 02 contractors per segment. Contractors in same segments will be allotted work in the approx. ratio 70:30 i.e. below qty.:

Seg	Segment	Total Qty.	L1 Qty.	L2 Qty.
A	NWCS (North, West, Central, South Delhi)	1124	787	337
B	NCRE (Ghaziabad, Noida, Gr. Noida, East Delhi)	1878	1,315	563

7. The rate quoted/finalized with L1 bidder segment wise will be offered to respective L2 bidders for matching of L1 rates (L3, L4, L5, ... onwards in case any of the prior bidder does not agree to match the rates).
8. Award of work will be made on the rates finalized with L1 bidder.

9. Contractor can quote for all the 02 segments but work will be awarded in only one segment (if contractor meets BEC) as per following award criteria:
 - (i) If contractor quotes more than one segment, then work will be awarded in the segment where the bidder's rank is highest among the quoted segments. The bidder with lowest rate shall be considered as the highest rank.
 - (ii) In case bidder's rank is same in more than one segment, then higher value segment (i.e. Segment-B) shall be considered for award.
10. In case lesser no. of bidders are available for award in any of the Segment after considering the above award criteria, IGL reserves the right to award entire Segment or multiple Segments to a single bidder.
11. Additional value up to 20% may be awarded to the contractors over & above the initially awarded value, at sole discretion of IGL, in case of consumption of the value before contract validity. This increased value shall be compensated by the unconsumed value of other contractors in the order of lowest percentage of value consumption at the time of proposed value increase. The evaluation for the same will be done after a year from the date of commencement of contract.
12. 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 <http://www.iglonline.net>.

9.2 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 will be organized through video conferencing.
- 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 Instructions to bidders for Pre-bid meeting through video conferencing:

In case of pre-bid meeting through video conferencing, 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 the tender.
- (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 of **Rs. 1 Lakh** irrespective of the number of Segments quoted.
- 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	INDB00000005
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 Head (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.

Bidders must verify their latest status of MSME registration as on date of bid submission.

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 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 Neither the bidder themselves 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 must be currently serving any banning orders issued by IGL, any government ministry / MOPNG / Delhi Government / Promoter) / any government (national, state or local), PSU, PSU-JV and/or other government entities debarring them from carrying on business dealings with them.

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. IGL or ITI Limited shall not be responsible for any last minute issues.
- 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. Ashutosh (+91-9355030621) from ITI Limited, in case of delay in resolution. Escalations may be done to Mr. Amrendra (+91-8448288980) or Mr. Navneet Mishra (+91-9560364871).

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 eprochelpdesk.41@gmail.com, ewizardamrendra@gmail.com and ewizardnavneet@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 Neither the bidder themselves 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

must be currently serving any banning orders issued by IGL, any government ministry / MOPNG / Delhi Government / Promoter) / any government (national, state or local), PSU, PSU-JV and/or other government entities debarring them from carrying on business dealings with them. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

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

- 6.1 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.
- Bidders must verify their latest status of MSME registration as on date of bid submission.

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 <http://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 VP (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) If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price
- (q) 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.

Prices if received in Unpriced Bid Envelope/Cover-1 shall not be considered for evaluation. Only Prices quoted in Price bid envelope/Cover -2 shall be considered for evaluation.

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 Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- (b) 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
- (c) 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- (d) 'Contract Price' means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
- (e) 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- (f) 'Engineer In-charge' means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.
- (g) 'Effective Date' means a date on which Supplier's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- (h) 'Goods' means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.
- (i) 'GCC' means the General Conditions of the Contract contained in this section.
- (j) 'Inspector' means any person or outside Agency nominated by Purchaser / Owner to inspect equipment, stage wise as well as final, before despatch, at Supplier's works and/or on receipt at Site as per terms of the Agreement.
- (k) 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (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 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.
- (n) 'Site' or 'Purchaser's stores' means the place or places named in tender document.
- (o) 'SCC' means the Special Conditions of the Contract forming a part of the Contract Documents.
- (p) 'Supplier' or 'Seller' or 'Contractor' or 'Vendor' means the individual person or firm or body corporate supplying the Goods and/or Services under the Agreement.
- (q) 'FOT' – means that the Goods or supply items or services shall be delivered and done at site(s) warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

2.0 APPLICATION

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

3.0 CONTRACTOR TO INFORM

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

4.0 SCOPE OF CONTRACT

- 4.1 Scope of the CONTRACT shall be as defined in the Purchase Order / Contract specifications, drawings and Annexure thereto. For provisions not covered under the Purchase Order / Contract, provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the tender document against which the Purchase Order / Contract has been placed shall prevail.
- 4.2 Completeness of the equipment shall be the responsibility of the Seller. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being Seller's responsibility) shall be provided by Seller without any extra cost.
- 4.3 The Seller shall follow the best modern practices in the manufacture of high grade equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that Seller shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.
- 4.4 The Seller shall furnish 2 nos. copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment's to the Purchaser.
- 4.5 The documents once submitted by the Seller shall be firm and final and not subject to subsequent changes. The Seller shall be responsible for any loss to the Purchaser / Consultant consequent to furnishing of incorrect data/drawings.
- 4.6 All dimensions and weight should be in metric system.
- 4.7 All equipment to be supplied and work to be carried out under the Contract shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the type of equipment / work carried out and necessary certificates shall be furnished.
- 4.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 4.9 Specifications, design and drawings issued to the Seller along with RFQ and Contract are not sold or given but loaned. These remain property of Purchaser / Consultant or its assigns and are subject to recall by Purchaser / Consultant. The Seller and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the Contract and shall not disclose the same to any person, firm or corporate body, without written permission of Purchaser / Consultant. All such details shall be kept confidential.
- 4.10 Seller shall pack, protect, mark and arrange for despatch of equipment as per instructions given in the Contract.

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 5.1 Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 5.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

6.0 COUNTRY OF ORIGIN

- 6.1 For purpose of this Clause, 'origin' means the place where the Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a

commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

7.0 STANDARDS

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

8.0 CONFIDENTIALITY

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

8.2 Further, Supplier is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the supplier in the case where these documents have been used without such written consent.

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

- (a) 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
- (b) Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- (c) Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

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

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

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

9.0 CONTRACT OBLIGATIONS

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

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

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

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

10.0 MODIFICATION IN CONTRACT

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

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

11.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

11.1 In case the Contractor's performance is delayed due to any act or omission directly attributable to Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Work, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his Work against written request by contractor and after Owner's verification.

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

12.0 PATENT RIGHTS

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

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

- (a) Stand up for the Owner in the defence of his rights and interests;
- (b) Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
- (c) 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;
- (d) 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;
- (e) To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Supplier alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.

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

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

13.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE

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

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

- 13.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance Bank Guarantee (BG) shall be further one month beyond the validity of the BG. The Bank Guarantee will be discharged by Purchaser not later than 6 months from the date of expiration of the Seller's entire obligations, including any warranty obligations, under the Contract.
- 13.4 The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the 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.
- 13.5 The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.

14.0 INSPECTIONS AND TESTS

- 14.1 The Supplier will submit to Purchaser the Quality Assurance Plan (QAP) regarding design, manufacture and testing of all the items required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Seller, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or inspect the Goods under manufacturing, beyond which the progress of the specified activity / manufacturing will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)
- 14.2 The Seller will inform Purchaser fifteen (15) Days in advance for readiness of material for all such identified CHP's.
- 14.3 The Purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and / or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's representative / Inspector shall be to the account of the Supplier. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.
- 14.4 The inspections and tests may be conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), at point of delivery, and / or at the Goods' final destination. If conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided by the Supplier to the inspectors at no charge to the Owner.
- 14.5 Should any inspected or tested Goods fail to conform to the Specifications, the Owner may reject the Goods, and the Supplier shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 14.6 Nothing mentioned in this Inspection and Tests clause shall in any way release the Supplier from any warranty or other obligations under the Agreement.
- 14.7 Inspection & Rejection of Materials by consignees - When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The Purchaser shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month till the rejected materials are finally disposed-off.

15.0 ADDITIONAL TEST

- 15.1 The Purchaser can also request for additional tests which were not identified and specified in the QAP, but considers necessary to ensure the quality of the raw materials or of the manufacturer.

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

16.0 PACKING

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

17.0 DISPATCH INSTRUCTIONS

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

18.0 DELIVERY AND DOCUMENTS

- 18.1 Delivery of the Goods shall be made by the Supplier in accordance with the Delivery Schedule specified in the Agreement. The details of shipping and/or other documents are to be furnished by the Supplier.
- 18.2 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Purchaser / Consultant. Any request concerning delay will be void unless accepted by Purchaser / Consultant through a modification to the Contract.
- 18.3 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser / Consultant
- 18.4 In the event of delay in delivery, Price Reduction Schedule shall apply.
- 18.5 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 18.6 The Seller should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

19.0 TRANSPORTATION

- 19.1 Where the Supplier is required under the Scope of the Contract to transport the Goods to a specified place of destination or to Site, the Supplier shall transport to such place of destination or site, as the case may be, including insurance and storage, if required. The Contract Price will include costs of all such transportation.
- 19.2 The Supplier shall select such carrier which could deliver the Goods in requisite time. In such case, Supplier shall be required to check (i) Age of the carrier; (ii) scheduled and actual maintenance; (iii) payment of relevant fees; (iv) pending claims, if any; (v) past accident records etc., so as to ensure safe and timely transportation of the Goods.

- 19.3 In case delay occurs for reasons not attributable to Purchaser alone, the Supplier shall, if directed by Purchaser, adapt a specific way of delivery of Goods (air freight or likewise) at destination, the additional cost which will be borne by the Supplier. If such specific way of delivery is required by Purchaser to pre-pone the deliveries, nevertheless, Supplier will arrange the same and difference of justified transportation charges will also be borne by the Purchaser.
- 19.4 Supplier has to make necessary arrangement to deliver and load/unload the Goods to IGL designated sites at his own arrangement after intimation of erection, installation, testing and commissioning by the IGL Engineer-In-charge.

20.0 GUARANTEE/ WARRANTY

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

21.0 LATENT DEFECT

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

22.0 PAYMENT TERMS

- 22.1 The Seller's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.
- 22.2 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Seller's bid, as well as in other currencies in which the Seller had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a

percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

22.3 General Notes:

- (a) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Fax of Intent together with Performance Guarantee as applicable.
- (b) For dispatches on FOT dispatch point (in India) basis, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- (c) Payment shall be released within 45 days after receipt of relevant documents complete in all respects.
- (d) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of foreign bidder.
- (e) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- (f) No interest charges for delay in payments, if any, shall be payable by Purchaser.
- (g) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of tender document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the Purchaser, on account of such variation as per terms specified in the tender document, shall be passed on to the Purchaser along with invoicing itself.
- (h) Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

23.0 PRICES AND PRICE BASIS

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

24.0 FALL CLAUSE

- 24.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent / principal / dealer, as the case may be, sells the materials of identical description to any Persons / Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 24.2 If at any time during the said period, the supplier or his agent / principal / dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons / organizations including the Purchaser or any Department Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- 24.3 The above stipulation will, however, not apply to:
- (a) Exports by the Contractor / Supplier or
 - (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
 - (c) Sale of goods such as drugs which have expiry dates.
- 24.4 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

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

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

25.0 ASSIGNMENT

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

26.0 SUB-CONTRACTING

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

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

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

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

27.0 TIME SCHEDULE & PROGRESS REPORTING

27.1 Time Schedule Network / Bar Chart

- (a) Together with the Contract confirmation, Seller shall submit to Purchaser, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the Goods.
- (b) The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- (c) The original issue and subsequent revisions of Seller's time schedule shall be sent to Purchaser.
- (d) The time schedule network / bar chart shall be updated at least every second month.

27.2 Progress Trend Chart / Monthly Report

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

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

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

28.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

- 28.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Delivery Schedule.
- 28.2 If at any time during performance of the Agreement, the Supplier or its subcontractor(s) encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without levy of Price Reduction Schedule, in which case the extension shall be ratified by the parties by amendment of Agreement.
- 28.3 Except as provided under GCC Clause – "Force Majeure" or for the reasons solely attributable to the Purchaser, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause (ii) without the application of PRS.

29.0 PRICE REDUCTION SCHEDULE (PRS)

- 29.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per complete week of delay of the value of the "supply portion for the quantity" OR "the work portion" that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value.
- 29.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.
- 29.3 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Seller, from any amount falling due to the Seller or by recovery against the Performance Guarantee.

30.0 TERMINATION FOR DEFAULT

- 30.1 Except for the cases provided for in Clause "Force Majeure", if the Supplier fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the owner at its option by written notice to the supplier

- (a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.
- (b) WITHOUT DETERMINING THE CONTRACT to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.

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

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

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

31.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

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

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

32.0 TERMINATION FOR INSOLVENCY

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

33.0 TERMINATION FOR OWNER'S CONVENIENCE

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

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

33.3 For the remaining Goods, the Owner may elect:

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

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

33.4 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.

34.0 FORCE MAJEURE

34.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Purchaser and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:

- (a) War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- (b) Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
- (c) Explosions, fires, destruction of machinery, plant and installations of any nature
- (d) Arbitrary action, if any of the Government of India or a relevant State;
- (e) Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement, provided such refusal is not the result of the doing of the parties.
- (f) Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

34.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

34.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.

34.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.

34.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

35.0 SETTLEMENT OF DISPUTES

35.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.

35.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

35.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

35.4 Indraprastha Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty (30) days from receipt of a nomination by Indraprastha Gas Limited, Indraprastha Gas Limited will have right to choose the Sole Arbitrator.

35.5 The Arbitration proceedings shall be held in Delhi and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

35.6 It is hereby clarified that the Courts at Delhi alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.

35.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The WORK under the CONTRACT shall continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

36.0 LIMITATION OF LIABILITY

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

37.0 PUBLICITY AND ADVERTISMENT

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

38.0 GOVERNING LANGUAGE

38.1 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.

39.0 APPLICABLE LAW

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

40.0 NOTICES

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

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

41.0 TAXES, DUTIES AND LEVIES

41.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship. The Contractor further agrees to comply and to secure the compliance of all Sub-Contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

- 41.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.
- 41.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- 41.4 Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, any other duty on services or any other tax payable and/ or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority. The rate in SOR is inclusive of all the above referred taxes/duties.
- 41.5 Any statutory variation in GST within the contractual period for the SOR items shall be to 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.
- 41.6 Any new taxes & duties, if imposed by the State / Central Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be paid / reimbursed to the contractor on submission of copy of notification(s) issued from State / Central Govt. Authorities along with submission of documentary evidence for proof of payment of such taxes / duties to State / Central Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 41.7 Returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above formalities are fulfilled. Further, IGL may seek 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.
- 41.8 Supplier of Goods / Service Provider providing taxable service shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. GST, if applicable, shall be paid after verifying GST Registration number. Each item's cost and GST as applicable shall be provided in all the invoices along with GST registration no. & HSN/SAC codes for the services provided.
- 41.9 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. In case GST is not applicable to the vendor at the time of Contract / Order placement, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same shall be borne by vendor.
- In case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to IGL.
- The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 41.10 Claim for payment of GST / Statutory variation, should be raised within two (02) months from the date of issue of 'Government Notification' for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 41.11 Beyond the contract period, in case IGL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST shall be passed on to the Owner.
- 41.12 Beyond the contract period, in case IGL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to IGL's account.
- 41.13 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. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

- 41.14 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.
- 41.15 Bidders are required to strictly consider the following key points while preparing the bid document as the following shall be applicable in all awarded Contracts and Purchase Orders:
- (a) If prior to the placement of award, vendor realizes that the actual applicable rates of taxes are higher than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall do reverse calculation and reduce the "basic unit price" of the product / service accordingly to match the "total price inclusive of taxes" of that product / service.
 - (b) 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.
 - (c) The tax rates shall only be changed under statutory variation if there is a change in the GST rates after the due date of bid submission as per government notification in the applicable HSN code which is quoted in the bid only and not in any other HSN Code. The differential tax amount will be paid / recovered depending upon whether the revised rate notified by government has increased / decreased as compared to the existing rates.

42.0 TIME FOR PERFORMANCE

- 42.1 The effective date of Contract shall be the date of Notification of Award (Fax of Intent) or as mentioned therein. The completion period specified in the Bid Document shall be reckoned from such date of effectiveness.
- 42.2 Contractor shall furnish bar charts specifying intermediate milestones to achieve the final completion period as per contract. The bar chart agreed shall be for reference purpose only & shall in no way release the contractor's responsibility to complete the work within the completion period.

43.0 TRANSFER OF TITLE

- 43.1 The title of Ownership in respect of equipment, materials etc. supplied by Contractor for incorporation in permanent works for execution of contract shall pass on to Owner on the date of issue of completion certificate.
- 43.2 However, Owner shall have the lien on all such equipment, materials, etc. at any time during the performance of the contract after the date on which Owner releases any advance payment towards the said equipment, materials, etc. and contractor shall thereafter be bound to use the same only for the purpose intended under the contract.
- 43.3 Ownership of goods supplied by domestic / foreign seller will transfer to purchaser on receipt of Goods at IGL stores.

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

- 44.1 In any case in which any of the powers conferred upon the Owner by the clause entitled "Termination for Default" hereof shall have become exercisable and the same had not been exercised, the 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.
- 44.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his authorized agent, requiring him to remove such tools, plant, materials or stores from

the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

45.0 CHANGE IN CONSTITUTION

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

46.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

46.1 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.

47.0 CONTRACTOR TO INDEMNIFY THE OWNER

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

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

48.0 SAFETY REGULATIONS

48.1 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.

49.0 OWNER MAY DO PART OF WORK

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

50.0 POSSESSION PRIOR TO COMPLETION

50.1 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.

51.0 DEFECTS IN WORK

51.1 DEFECTS PRIOR TO TAKING OVER

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

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

In case Contractor shall fail to do so, the Owner may take, at the cost of the Contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding, on the Contractor. As soon as the WORK have been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof and have passed the tests on completion, the Engineer-In-Charge shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the Work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the Work on the date so certified. If the Work has been divided into various groups in the Contract, the Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/section/part so taken over is related to the integrated system of the work, no withstanding date of grant of Completion Certificate for group/section/part, the period of liability in respect of such group/section/part shall extend 12 (twelve) months from the date of completion of Work.

51.2 DEFECTS AFTER TAKING OVER:

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

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

52.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 52.1 If during the progress of the Work, Owner shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the Contractor fails to do so, Owner may on giving the Contractor 7 (seven) days’ notice in writing of his intentions to do so, proceed to remove the portion of the Work so complained of and at the cost of Contractor perform all such works or furnish all such equipment’s provided that nothing in the clause shall be deemed to deprive the Owner of or affect any rights under the Contract, the Owner may otherwise have in respect of such defects and deficiencies.
- 52.2 The Contractor’s full and extreme liability under this clause shall be satisfied by the payments to the Owner of the extra cost, of such replacements procured including erection/installation as provided for in the Contract; such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price portion for such defective plants and repayments of any sum paid by the Owner to the Contractor in respect of such defective plant. Should the Owner not so replace the defective plant the Contractor’s extreme liability under this clause shall be limited to the repayment of all such sums paid by the Owner under the Contract for such defective plant.

53.0 DEFENCE OF SUITS:

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

54.0 PACKING, FORWARDING AND SHIPMENT

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

55.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

56.0 COMPLETION CERTIFICATEApplication for Completion Certificate:

- 56.1 When the Contractor fulfils his obligation under the contract he shall be eligible to apply for Completion Certificate in respect of the Work by submitting the completion documents along with such application for Completion Certificate.
- 56.2 The Engineer-In-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in the construction and erection drawings and the Contract Documents.

Issue of Completion Certificate:

- 56.3 Within one month of the completion of the Work in all respects, the Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but neither Completion Certificate shall be given nor shall the Work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the Site completely. The Work will not be considered as complete and taken over by the Engineer-

In-Charge, until all the Temporary Work, labour and staff colonies etc. Constructed are removed and worksite cleared to the satisfaction of the Engineer-In-Charge.

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

57.0 FINAL DECISION AND FINAL CERTIFICATE

- 57.1 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.

58.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

- 58.1 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.

59.0 REPEAT ORDER

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

60.0 INSURANCE

- 60.1 Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:
- 60.2 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 under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contract.
- 60.3 Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection, testing and commissioning till such time the work is taken over by Owner, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 60.4 Statutory clearance, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during Testing & Commissioning, shall be made available by the Owner. Contractor shall, however be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.

60.5 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.

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

61.0 COMPLIANCE OF LAWS

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

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

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

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

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

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

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

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

62.0 THE ENGINEER-IN-CHARGE

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

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

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

63.0 INDEMNITY

- 63.1 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.

64.0 LABOUR LAWS

- 64.1 No labour below the age of 18 (eighteen) years shall be employed on the Work.
- 64.2 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.
- 64.3 The Contractor shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- 64.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- 64.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.
- 64.6 The Contractor shall employ labour in sufficient numbers either directly or through Sub- Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge.
- 64.7 The Contractor shall furnish to the Engineer-In- Charge the distribution 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.
- 64.8 The contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 64.9 The engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- 64.10 The contractor shall indemnify the employer against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form/ register/ slip under the provisions of these acts which is materially incorrect then on the report of the inspecting officers, the contractor shall without prejudice to any other liability pay to the employer a sum not

exceeding rs.50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the work put to tender. The engineer-in-charge shall deduct such amount from bills or contract performance security of the contractor and credit the same to the welfare fund constitute under these acts. The decision of the engineer-in-charge in this respect shall be final and binding

Implementation of Apprentices Act, 1961:

- 64.11 The contractor shall comply with the provisions of the apprentices act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the engineer-in-charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the act.

Contractor to indemnify the employer:

- 64.12 The contractor shall indemnify the employer and every member, office and employee of the employer, also the engineer-in-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the employer for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract document. The employer shall not be liable for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract document. The employer shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the contractor or his sub-contractor the contractor shall indemnify and keep indemnified the employer against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 64.13 Payment of claims and damages: should the employer have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the employer shall be charged to and paid by the contractor and the contractor shall not be at liberty to dispute or question the right of the employer to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.
- 64.14 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation act, 1923 or other applicable provision of workmen compensation act or any other act, the employer is obliged to pay compensation to a workman employed by the contractor in execution of the work, the employer will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of employer under section 12, sub- section (2) of the said act, employer shall be at liberty to recover such amount or any part thereof by deducting it from the contract performance security or from any sum due to the contractor whether under this contract or otherwise. The employer shall not be bound to contest any claim made under section 12, sub-section (i) of the said act, except on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting such claim.

Health and sanitary arrangements for workers:

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

65.0 EVALUATION OF PERFORMANCE

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

66.0 CONTRACTOR SAFETY MANUAL

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

67.0 WHISTLE- BLOWER POLICY

- 67.1 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.
- 67.2 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.
- 67.3 Detailed Policy is available on IGL website, www.iglonline.net.

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 INTELLECTUAL PROPERTY

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

5.0 STANDARDS

5.1 All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.

5.2 The Bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.

5.3 The requirements given in this document are firm and no deviation of any kind is acceptable.

6.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

6.1 For details, refer Scope of Work and Technical Specifications in SOW Section.

7.0 INSPECTIONS AND TESTS

The SCC provisions shall supplement GCC Clause INSPECTIONS AND TESTS as detailed below:

- 7.1 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.
- 7.2 **Note-** QAP shall be submitted by the bidder to IGL before carrying out the execution process and the TPIA shall carry out the inspection on the basis of QAP approved by IGL.
- 7.3 For contractor's supplied items, Third Party Inspection report shall be submitted by the contractor.
- 7.4 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications
- 7.5 If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.
- 7.6 Contractor shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection of contractor supplied material as per approved ITP. TPIA charges shall be borne by contractor.
- 7.7 Name of approved TPIA are as under:
- (a) Det Norske Veritas (DNV)
 - (b) Germanischer Lloyd Industrial Services GmbH
 - (c) Bureau Veritas (India) Pvt. Ltd.
 - (d) Moody International (India) Pvt. Ltd. (Industry Services Division)
 - (e) SGS India Pvt. Ltd.
 - (f) Certification Engineer International Limited (CEIL)
 - (g) TUV SUD South Asia Pvt. Ltd.
 - (h) ABS Industrial Verification (India) Pvt. Ltd.
 - (i) Lloyd Register of Industrial Services
 - (j) IRCLASS Systems and Solutions Private Limited
 - (k) Tata Projects Limited
 - (l) International Certification Services Pvt. Ltd.
 - (m) TUV India Pvt. Ltd., Industrial Services Division
 - (n) Intertek India Pvt. Ltd. (Industry Services Division)
 - (o) Quality Austria Central Asia Pvt. Ltd.
- 7.8 Note:
- (a) Supplier shall obtain IGL/IGL Consultant's approval before finalizing the TPIA.
 - (b) In addition to the above list, TPIA agency approved in Technical Standards and Specifications including Safety Standards of PNGRB can be considered.
- 7.9 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 7.10 If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.

8.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

(FURTHER TO CORRESPONDING CLAUSE OF GCC)

- 8.1 Within twenty-one (21) days of receipt of the Contract/PO, the successful bidder shall furnish to the Purchaser the Contract Performance Bank Guarantee (CPBG) as below:
- @ 2.5% of annualized value of contract (inclusive of all taxes) to be submitted against awarded Contract
 - @ 2.5% of annualized value of PO (inclusive of all taxes) to be submitted against each subsequently issued individual PO.
- 8.2 The CPBG shall be kept valid for 90 days beyond the contract/defect liability/warranty period, whichever later.
- 8.3 All bank guarantees shall also have minimum 30 days' claim period beyond BG expiry date.
- 8.4 The CPBG shall be released after 90 days beyond the contract/defect liability/warranty period, whichever later.
- 8.5 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.
- 8.6 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- 8.7 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.
- 8.8 While issuing Bank Guarantee, issuing applicant must mention receiver's details as "ICICI Bank IFSC- ICIC0000007, 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.
- 8.9 The CPBG shall contain the following details;
- Claim period 30 days more than the validity of the CPBG
 - Address of Bank (Issuing Branch as well as Delhi Local Operative Branch)
 - Contact Person name (Issuing Branch as well as Delhi Branch)
 - Telephone Numbers of contact persons of bank (Issuing Branch as well as Delhi Branch)
 - Email address of contact persons of bank (Issuing Branch as well as Delhi Branch).

9.0 PRICE REDUCTION SCHEDULE (PRS)

(CORRESPONDING CLAUSE OF GCC IS MODIFIED AS BELOW)

- 9.1 In case there is delay in delivery of goods / completion of the work/services including supply, installation and commissioning of the equipment, attributable to the supplier / contractor / service provider, the supplier / contractor / service provider shall pay as compensation for delay and not as penalty in form of price reduction as detailed here under.
- 9.2 If the supplier / contractor / service provider fails to deliver any or all of goods or performance of the work/service or supply, installation and commissioning of the equipment 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 order value by a sum calculated as mentioned below:
- 9.3 Price Reduction will be applicable @½% of the total order value (inclusive of taxes) per week of delay or part thereof in supply/completion of work subject to a maximum (ceiling) of 5% of total order value (inclusive of taxes) for orders of goods, works and services.
- 9.4 The portion of the supply/services/works completed in all respect shall not be considered for applying PRS, if delivered within the contractual delivery period. The remaining supply/services/works, which has been completed beyond the contractual period, shall attract PRS @½% for the value of the supply/service/works in respect of which default in delivery has taken place subject to maximum of 5%.

- 9.5 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.

10.0 PENALTIES

- 10.1 In case the material supplied fails to meet specifications and / or feature / characteristics as mentioned in technical specifications, a penalty of ₹1000/- per item will be levied.
- 10.2 A penalty of ₹1,000/- per day shall be levied for the delay in commencing activity with respect to each job order/ allocation order.
- 10.3 In case of any site being found suffering in terms of poor progress, quality and safety due to lack of supervision a penalty of ₹1,000/- per day shall be imposed on the service provider.
- 10.4 A penalty of ₹1,000/- per location shall be imposed on the service provider on submission of a false report.
- 10.5 In case of following non-compliances the penalty of ₹500/- per instance will be imposed on service provider.
- Failure to provide or wear PPEs.
 - Non-observance to the Safety Instructions/ working without safety permit.
 - Indiscipline, misconduct / misbehavior of any staff of service provider
 - Non-availability of any tools leading to non-execution of work.
- 10.6 In case repetitive offender, the concern staff of the service provider shall be terminated.
- 10.7 While carrying out the job care should be taken that the excavated portion should be backfilled on the same day & debris shall be removed from site within two days. In case of failure to do so the same shall be done by IGL through other resources at the service provider's risk & cost. In such cases, amount of penalty for the same shall be decided by IGL. All the cost required to clear the debris, additional 15% administrative charges and also fines imposed by relevant agencies if any shall be recovered from the service provider.
- 10.8 Rework within warranty / guarantee period shall be carried out at no additional cost. If replacement / rectification work not done within a week from communication date by IGL/ IGL representative, then a penalty of ₹1000/- per item per day will be imposed till the same work completion.
- 10.9 NOTE: Maximum Penalty should be 20% of RA bill.

11.0 TAXES & DUTIES

- 11.1 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.
- 11.2 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.

12.0 STATUTORY VARIATIONS IN TAXES

- 12.1 The entire work covered under this contract shall be treated as works contract services. Unit rates mentioned in Schedule of Rates are inclusive of all applicable taxes & duties including freight, Insurance, Transit Insurance etc. except Goods & Service Tax (GST) on completed works as defined in the tender document. Any statutory variation in the GST on completed works during the scheduled completion period only shall be considered by the owner against documentary evidence.

13.0 TERMS OF PAYMENTS

GCC clause PAYMENT TERMS is modified as below:

- 13.1 The payment shall be released within 45 days against submission of monthly bill. The bill shall be certified by Contract coordinator. The bills shall be submitted along with all requisite documents.
- 13.2 Payment shall be made on the basis of joint measurements, taken by Contractor and certified by EIC. Measurement shall be on 'Approved for Construction' drawings, to the extent that the work confirms to the drawings.
- 13.3 Wherever work is executed based on instruction of EIC, or when details shall not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 13.4 No mobilization advance shall be paid to contractor.

14.0 PAYMENT METHODOLOGY AND MODE OF PAYMENT

- 14.1 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.
- 14.2 The payment shall be released within 45 days from the date of receipt of invoice, if found to be in order and duly certified by EIC.
- 14.3 The Payment shall be released through RTGS only.

15.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

- 15.1 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.
- 15.2 WORK under this clause shall be worked out in accordance with the following provisions: -

For Item Rate Contract

- (a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- (b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- (c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- (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.

16.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 16.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in the Tender Documents and/ or the policies followed by the Owner.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 16.7 In addition to the PRS clause, penalties for violation of HSE shall be imposed as per “PENALTIES” clause of SCC.
- 16.8 Contractor shall follow IGL’s Safety Manual. Contractor may refer the Safety Manual which is available at IGL’s web site.

17.0 PROVIDENT FUND

- 17.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act, 1952 applicable in India and register them with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owners contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan / receipt for payment made to the RPFC for the preceding months.
- 17.2 In case the RPFC’s challan / receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor’s running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan /receipt for the period covered by the related running bill.

18.0 POWER AND WATER CONNECTION

- 18.1 The Owner/ Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.

19.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

20.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996

- 20.1 Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any ‘Building or other construction work’

(Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building, streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc., (refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable).

21.0 CONTRACTOR'S OBLIGATION AT SITE

- 21.1 Contractor shall establish site office in the respective areas, allotted to them with adequate facilities.
- 21.2 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.
- 21.3 Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.
- 21.4 Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with IGL, other authorities or customers as required, without any undue delay.
- 21.5 Contractors shall provide cell phones to their supervisors for day-to-day communication with IGL and site representatives of IGL.
- 21.6 Contractor shall employ a Project Manager / Coordinator on company roll. The Project Manager / Coordinator must have qualification of BE Mech / Diploma in Mech. Engineering with min. 5-8 years of work experience in gas pipeline job. He shall be single point of contact for all the works and must represent company in the review meetings. In addition, contractor shall deploy adequate Manpower for Project Management, Planning, QHSE, QA/QC activities as per instructions of Engineer-in charge & submit Resume for approval of Engineer-in-charge before start of work.
- 21.7 Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.
- 21.8 Any change in key persons working at site shall be informed to the Owner promptly.
- 21.9 Contractor shall complete all the activities defined in clause no. 24.0 above within 30 days from the date of LOA / First intimation from IGL. On failure to fulfil the requirement, contractor shall be liable for a penalty of Rs. 1000/- per day.

22.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

- 22.1 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% of landed cost (i.e. landed cost of free issue materials plus 100% penalty) at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.
- 22.2 In case shortage of any material is due to genuine case of theft/robbery, which is reported to Police, FIR is registered/theft is established. In this case vendor/contractor can return the short falling material by procuring/arranging the same from approved vendor as per standard specification and Inspection and test plan mentioned in Technical Vol ii of ii. However, this is subject to approval from Engineer-In-charge.

23.0 COMPLIANCE WITH LAW

- 23.1 Contractor shall abide by all prevailing Laws of India including but not limited to:
 - (a) Apprentices Act.

- (b) Contract labour (Regulation & Abolition) Act.
- (c) Employers Liability Act.
- (d) Environment Protection Act.
- (e) Factory Act.
- (f) Industrial Dispute Act.
- (g) Minimum Wages Act.
- (h) Payment of Wages Act.
- (i) Workman Compensation Act
- (j) Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996
- (k) GST Regulation
- (l) Any other Statute, Act, Law as applicable.

24.0 INSURANCE

The SCC provisions shall supplement GCC Clause INSURANCE as detailed below:

- 24.1 Contractor shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the Owner as may be necessary and to its full value for all such amounts to protect the works in progress and his personnel from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligation under the Contract.
- 24.2 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.
- 24.3 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

25.0 STATUTORY APPROVALS

- 25.1 All permissions from respective statutory authorities i.e. PWD, NHAI, Nagar Nigam, Forest/central forest, Central/ State Government/ Local Bodies etc. shall be obtained by the Contractor. 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.
- 25.2 The Contractor shall be responsible for arranging the inspection of the work by the authorities and necessary co-ordination and liaison work. However, Owner will reimburse the statutory fees paid by the contractor at actual on production of documentary evidence.
- 25.3 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.
- 25.4 Reversal of BG / Security from statutory authority after completion of work, shall be in contractor's scope of work.
- 25.5 IGL will pay the RR charges for any specific stretch permission only once. If the contractor fails to complete the laying work within the stipulated time and reissuance of permission for the same stretch is required, the contractor will bear the additional charges levied by the authority for the reissuance of permission for the same stretch, for which IGL has already paid the charges in the past.

26.0 SITE CLEANING

- 26.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.
- 26.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.
- 26.3 No extra payment shall be paid on this account.

27.0 SITE CLEANING

- 27.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.
- 27.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.
- 27.3 No extra payment shall be paid on this account.

28.0 WORKMANSHIP

- 28.1 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- 28.2 The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
- 28.3 The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

29.0 COMPLETION DOCUMENT

- 29.1 Contractor in three sets shall submit the following documents in hard binder, as a part of completion documents:
- Copies of the Inspection reports and other Test reports.
 - Material Reconciliation.
 - All other requirements as specified in the respective specifications.
 - Completion Certificate issued by Owner's Site Engineer.
 - No claim and No dues certificate by the Contractor.
 - Recovery statement, if any.
 - Statement for reconciliation of all the payments and recoveries made in the progress bills.
 - Copies of deviation statement and order of extension of time, if granted.
 - Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
 - Any other contractual documents required on completion.

30.0 TIME LIMIT FOR CLAIMS

- 30.1 Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Owner on any account unless the contractor shall have submitted claim pertaining to the contract in writing to the Engineer-in-Charge within 30 days of cause of such a claim occurring. Contractor shall be deemed to have waived off its writes to claim the same, if the claim is not raised within this period.

31.0 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS

- Contract Agreement
- Detailed LOA / First intimation from IGL along with its enclosures.
- LOA / First intimation from IGL
- Job specifications (PTS & GTS)

- (e) Drawings
- (f) SOR
- (g) Special Conditions of Contracts (SCC)
- (h) Instruction to Bidders
- (i) General Conditions of Contract (GCC)
- (j) Other documents
- (k) Additionally, any variation or amendment/change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures.

34.1 It will be the Contractors/ suppliers responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

32.0 WARRANTY

32.1 Refer GCC Clause No. GUARANTEE/ WARRANTY.

33.0 TRANSIT RISK INSURANCE

33.1 In respect of all items to be transported by the SUPPLIER to the SITE OF WORK, the cost of transit insurance should be borne by the SUPPLIER and the quoted price shall be inclusive of this cost. Further, the supplier shall take all risk insurance policies at its own cost

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

35.1 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 TENDERS NOT IN PRESCRIBED FORMS

36.1 If quotations are received from the party in their own format instead of on the prescribed format against open / limited tender, such quotations may not be considered for evaluation.

37.0 TENDERS NOT CONFIRMING TO SPECIFICATIONS

37.1 Tenders which do not conform to the specifications are to be outrightly rejected. Lowest tender may be determined amongst those bidders who are in full conformity with the specifications

38.0 CONTRACTOR SAFETY MANUAL

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

39.0 TERMINATION FOR DEFAULT

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

39.1 The following provisions may be included in the tenders depending upon nature and relevance of procurement:

39.2 Except for the cases of Force Majeure, if the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the owner at its option by written notice to the Contractor:

- i. To determine the contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.
- ii. Without determining the contract to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.
- iii. Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

39.3 The Owner shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor 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.

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

39.5 Failure by Contractor

The General Conditions of Contract forming part of the tender documents inter-alia contain many provisions which pertain to execution of work in the event the contractor fails to perform. Some of the important provisions are as below:

- (i) Failure by the contractor to comply with the provisions of the contract: Owner has reserved an option to determine the contract, the security deposit furnished by the contractor is liable to be forfeited as also the excess cost which may become payable by the owner in getting the work executed, through an alternative agency, may be recovered from the contractor.
- (ii) Failure of contractor to execute the work as per contract: If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with

the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer-In-charge or if the contractor fails to carry out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or if the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary, not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction; then, in each of the above mentioned cases the owner shall have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants and stock thereon and to revoke the contractor's license to use the same and to complete the work by his agents, other contractors or work men or to relate the same upon any terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the contractor for the said materials other than such as may be certified in writing for the Engineer In charge to be reasonable.

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

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

The clause under reference further provides for the contractor's full and extreme liability to be satisfied by the payments to the owner of extra costs of such replacements procured including erection / installation as provided for in the contract; such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plants and repayments of any sum payable by the owner to the contractors in respect of such defective plant.

In terms of the aforementioned provisions of the contract IGL, in exercise of its rights under the contract, may come across situations, where it may have to take a part of work off from the contractor and get the same done through an alternative agency. However, such off-loading of work can be in part or it can be for the entire work awarded to the contractor and the decision in this regard would rest on various factors having major effect on such decision. Some of the factors are the progress of work at site, poor mobilization of resources, frequent defects in the executed work, financial constraints of the contractor and ill behavior of the representatives of the contractor.

The contractual conditions amply provide for recovery of any sums spent in excess of contract value for getting the work executed through an alternative agency. There may be situations in which the contractors choose to take recourse to legal / Arbitration process. A decision in this regard may,

therefore, be taken after considering the possibilities of entering into litigations which may or may not be justifiable in all cases.

40.0 SETTLEMENT OF DISPUTES (ARBITRATION)

(CORRESPONDING CLAUSE OF GCC IS MODIFIED AS BELOW)

- 40.1 Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- 40.2 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.
- 40.3 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.
- 40.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by IGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from IGL shall comprise of persons with the requisite technical expertise and relevant experience.
- 40.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of IGL or of any other public sector entity or with regard to such persons holding shares in the Company.
- 40.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by IGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and IGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.
- 40.7 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Delhi and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.
- 40.8 The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.
- 40.9 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.

41.0 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.

42.0 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.

43.0 TERMINATION AND FAILURE CLAUSE

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.

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.

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

43.1 Grounds of termination:

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

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

44.0 FORCE MAJEURE

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

44.1 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.

- (a) The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, unprecedented floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the owner and the contractor, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods.
- (b) 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.
- (c) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has adversely affected the overall completion schedule.

- (d) If deliveries of bought out items and/or works to be executed by the contractor are suspended by Force Majeure conditions lasting for more than 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually.
- (e) If during the concurrence of the contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause continue to use his best 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 contractor and upon such notice being given the contractor shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- (f) If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence remove from the site all the contractor's equipment and shall remove similar facilities of his sub-contractors.

45.0 APPLICABLE LAW

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

46.0 WHISTLE-BLOWER POLICY

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

Indraprastha Gas Limited (IGL) has implemented whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements laid down by SEBI (LODR) Regulations, 2015. 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.

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.

Detailed Policy is available on IGL website: <https://iglonline.net>.

47.0 ORDER / CONTRACT CLOSURE

- 47.1 One of the essential requirements after the execution of order by the supplier and completion of work by contractor is the closure of the order / contract, when both the parties formally declare that there are no outstanding dues and the supplies have been made / work has been accomplished in accordance with the provisions of the Purchase Order / contract.
- 47.2 The following essential elements have to be ascertained in accordance with the agreed terms and conditions.
 - (a) The supplies conform to the specifications contained in the Purchase Order. Correspondingly, the work has been performed at site in accordance with the specifications contained in the contract and the same have been taken over by IGL.
 - (b) The time schedule permitted for completion of supplies / execution of work has been adhered to and there are no time over-runs. If any extensions in time were necessary as a result of delay by either of the parties, the contractual provisions pertaining to such delays have been satisfactorily implemented. For example, in the event the delays were attributable to the supplier / contractor and the Purchase Order / contract provided for applicability of price reduction and the same have been applied and amounts due, recovered.
 - (c) Payments in accordance with the provisions of the Purchase Order / contract based on necessary inspections / joint measurements have been made and any and all bank guarantees for performance / security to cover the guarantees and warranties as are provided for in the Purchase Order / contract have all been obtained from the supplier / contractor.

- (d) All materials issued to the contractor as free issue or on the basis of an issue price contained in the contract have been reconciled and any excess material issued have been returned to the stores and duly accounted for. Any excess consumption and any scraps generated in accordance with the provisions of the contract and or any excess scrap generated have also been duly accounted for and recoveries if any made from the contractor.
- (e) In the event any shortages or damages were noticed in the materials received, necessary replacements have either been received or claims lodged for replacement of such materials in so far as the liability of the supplier can be specified in that context. Similarly, for the damages and or defects noticed in the works executed by the contractors, necessary rectifications have been carried out to the satisfaction of IGL and recovery if any made in that regard from the contractor.
- (f) For any additional works executed by contractor necessary measurements have been carried out, in case such works did not form part of schedule of rates, necessary analyses of the rates have been obtained and accepted based on contractual provisions / market rates and the payment effected to the contractor duly acknowledged by him.

- 47.3 The contractor shall submit to IGL, any claim arising out of the contract or otherwise within a period of 30 days from the date of cause of action of the said claim. The contractor shall be deemed to have waived its rights to claim the same, if not raised within 30 days of cause of action of said claim. The said claim, if not raised within 30 days, cannot be taken up at any forum by the contractor including arbitration. This provision shall be incorporated in the bid documents as terms & conditions of contract.
- 47.4 Contractor will be required to submit final bill along with all relevant documents including material reconciliations to the owner within 60 days' period of the completion of work. IGL will ensure closure of the contract within 30 days of receipt of requisite documents / order closure recommendation from Project Management Consultant (PMC) / EIC.

SECTION V

SCOPE OF WORK

1.0 SCOPE OF WORK:

- 1.1 Mobilization Period: The deployment for the services shall be within Fifteen Days or earlier from the date of issue of Work Order / Letter of Intent. In case of failure, IGL reserves the right to cancel the contract.
- 1.2 The pipeline route markers are to be supplied as per technical specifications detailed in this document. The installation work involves co-ordination with various authorities for obtaining permission, excavation, making foundation and installation of the markers at designated places.

2.0 TECHNICAL SPECIFICATION FOR SUPPLY:

- 2.1 To manufacture & supply the material as per specifications detailed below:

- (i) The material of construction of the pipeline route markers shall be Fibre Reinforced Plastic (FRP).
- (ii) The colour of the 3" dia. support pipe shall be golden yellow.
- (iii) Both the sheets of marker shall be of dia. 600mm and total thickness shall be 6.5mm.
- (iv) Engraved letter sizing shall be as per the drawing attached as Appendix-I (at the end of this documents).
- (v) IGL logo shall be of 50 mm radius.
- (vi) Two 10 mm thick & 50 mm long rods to be provided at 100 mm from the bottom for grouting inside concrete while installing.
- (vii) The marker plate to be firmly mounted to the support pipe at 1000 mm from bottom.
- (viii) Gel coat shall be of NPG isophthalic based & be all weather resistant
- (ix) Both front & back plate shall be fire retardant.
- (x) The colour pigment shall be inbuilt.
- (xi) It shall resist rough abuse and crack resistant.
- (xii) The front plate shall be in yellow.
- (xiii) The sign board plates shall have minimum glass fiber % of 37-40%, fibre glass used shall have at least one layer of WR-600 as reinforcement and balance will be CSM (E) Low alkali glass. The resin used shall be FR NPG isophthalic resin
- (xiv) Back plate shall be 3mm thick and front plate 2mm thick.
- (xv) Support pole 3" pipe shall be filament wound FRP with min 40-45% glass content and the resin shall be FR NPG isophthalic. It shall have same fire rating as that of Sign board.
- (xvi) Rates quoted shall consider all above requirements and shall be for each route marker supplied.
- (xvii) The vendor shall be required to submit a picture of the FRP marker and seek client's approval before the start of the supply of physical sample.
- (xviii) The vendor shall be required to submit a sample of FRP Marker for approval and seek client's approval before the start of the supply for the same.
- (xix) Vendor shall also be required to follow the above practice whenever there is change in the text to be displayed in sample (returnable basis) during the course of contract.

Note:

- 1) Please see the Appendix-I (at the end of this documents) for the requisite drawing.
- 2) There should be marking available for every marker for identification in respective zone/control room.

2.2 Installation of pipeline route marker is as per IGL drawing:

The various steps for installation of Pipeline Route Markers are as under:

- (i) EIC will provide list where the route marker has to be installed.

INDRAPRASTHA GAS LTD.	SCOPE OF WORK	IGL/ET2/CP/CP18492
------------------------------	----------------------	---------------------------

- (ii) Joint visit shall be conducted with IGL representative to finalize out of the tentative locations after locating other utilities using cable locator etc.
- (iii) Service provider shall prepare site sketch of the proposed locations for applying permission to various authorities (If Required) such as MCD, NDMC, PWD, DDA, GNN,GDA, Noida & Greater noida Authority etc.
- (iv) Service provider shall carry out necessary co-ordination for getting permission from authorities. RR charges shall be paid by IGL on submission of demand note from authority and receipt shall be submitted to IGL on payment. Permission is totally under the scope of Service Provider
- (v) Upon receipt of necessary permission from municipal authorities, service provider shall obtain required further approval from local bodies / authorities such as traffic police etc. (If equired) for successful completion of installation works.
- (vi) After obtaining all the clearances / permissions; service provider shall start actual site work for the installation of the route markers at the respective location. Work Permit should be taken for each Installation of work.
- (vii) Sites where permissions isn't required than there will be responsibility of backfilling the pits to its original position.
- (viii) Service provider shall ensure proper arrangements for barricading, signboards, first aid kit, drinking water etc as per IGL COP are done at site before commencing work.
- (ix) The deployed personnel shall have all necessary PPEs including reflective jackets, helmets, safety shoes and gloves.
- (x) Excavate soil / surface of any type up to required depth of 400 mm ; remove the surplus earth and disposal of the same as per guidelines of local statutory authorities. After completion of the work Surface restoration should be done same as original surface with no additional cost.
- (xi) Provide 1:2:4 cement M20 grade concrete in posts including box curing etc. with smooth exterior finish.
- (xii) The support pipe (3" Pipe) of the route marker shall be filled completely with concrete at site to provide additional strength to the markers.
- (xiii) Service provider shall close out the permits obtained from the authorities as per the relevant norms.

3.0 ORGANISATION OF WORK:

- 3.1 All work will be carried out as per direction of IGL SITE IN-CHARGE. The service provider shall ensure that technical quality standards are maintained during activity. Further, the service provider shall ensure that the job is carried out effectively and communication with IGL SITE IN-CHARGE shall be formal and respectful.
- 3.2 The Service provider shall engage commensurate manpower with appropriate competency for ensuring that all detailed technical requirements are met on each and every job which is undertaken. Other resources, requirements, equipment's etc. as per the requirement shall be supplied/installed & maintained by the service provider throughout the contract period.
- 3.3 The Schedule of Rates (SOR) shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, HSE guidelines, drawings and any other Documents forming a part of this contract.
- 3.4 All the item wise works shall be measured upon completion and paid for at the contracted rates. In case any activity though specifically not covered in Schedule of Rates description but the same is covered under Scope of work / specification /drawing etc., shall be carried out by service provider and no extra claim on this account shall be entertained, since SOR is to be read in conjunction with other documents forming part of the contract.
- 3.5 All items of work in the Schedule of Rates shall be carried out as per the Specifications, drawings and the instructions of the IGL SITE IN-CHARGE and the rates shall inclusive of all materials, consumables, labour,

supervision, tools and tackles, as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

- 3.6 Based on the quantum of work as per specified in SOR it may happen that Service provider may not have to mobilize his work force continuously for the total time period specified in time schedule clause mentioned in Scope of work. It is to be noted that IGL shall not pay any compensation charges to the service provider for idle stay.
- 3.7 All work claims shall be recorded as per the standard format as provided by IGL SITE IN-CHARGE.
- The worksheet shall indicate the consumption of material, which shall be used while reconciliation. When a job has been completed the worksheet must be completed in full by the service provider's technician or supervisor and signed and dated. The unit quantities and other details shall be checked by IGL'S Site Engineer and the worksheet signed and dated as certified on site. The worksheet shall then be approved by the IGL SITE IN-CHARGE.
- 3.8 All completed worksheets, and any other documentation submitted by the service provider is support of a claim for payment must have the IGL Work Order number clearly identified. Failures to do so may result in delay in processing worksheet claims.
- 3.9 Worksheets shall be authorized for payments on monthly basis by the IGL SITE IN-CHARGE and shall be countersigned by the Service provider's representatives. All pages of the worksheet are required to be signed and dated by both parties. If worksheets submitted are illegible, incomplete or incorrectly booked they shall be returned to the Service provider.

4.0 MOBILISATION / EQUIPMENT / TOOLS & TACKLES:

- 4.1 It shall be entirely the service provider's responsibility to provide all types of duly calibrated equipment, tools and tackles, safety gadgets and precision instruments etc. necessary to perform the work in a proper and efficient manner and complete all the jobs as per time schedule. All lifting equipment shall be properly certified, and the service provider shall carry a copy of the same all the times.
- 4.2 All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained. Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the service provider. In case of any dispute, the decision of Engineer in-charge shall be final & binding on the service provider.
- 4.3 The service provider shall provide complete transportation for his personnel, working under him as well as for internal and external movement including material and equipment, which are covered in the scope of work. The entire service provider shall be ready to work on holidays and odd timings as per job requirements.
- 4.4 All other items even though not specified but required for the completion of the job shall be supplied or arranged by the service provider with proper reporting and record, without any additional time / cost implication to IGL.
- 4.5 Service provider shall engage personnel with adequate expertise and deploy vehicles & equipment required at site to carry out the scope of work mentioned in this tender document so as to fulfil all conditions of the contract.
- 4.6 Preparation of work area / site for the movement and operation of the equipment levelling the areas for assembly and erection shall also be the responsibility of service provider.
- 4.7 Service provider shall ensure strict discipline of his personnel and shall be solely responsible for discipline, good behaviour and conduct of his personnel deployed at site.
- 4.8 Service provider shall be solely responsible for the safety of the persons working on the job. All personnel at site should have adequate PPE. Any accident major or minor shall be reported immediately to IGL SITE IN-CHARGE and IGL F&S dept.
- 4.9 Service provider shall work in close consultation / coordination with the IGL SITE IN-CHARGE and keep fully apprised and inform the IGL SITE IN-CHARGE about the status of mobilisation & readiness of

resources as above. A copy of all the documents including enclosures shall be forwarded to the IGL SITE IN-CHARGE within three days from the date of receipt.

Service provider shall submit company organogram having details of all employees in IGL before starting the work. Service provider has to establish a fully furnished office in allotted area with all required office item arrangements (PC, Printer, Phone, Internet, table, chair etc) for proper communication.

5.0 CO-ORDINATION WITH STATUTORY AUTHORITIES:

- 5.1 The scope of work and other requirements associated with the work permits and permissions are as follows and shall be covered under the respective SOR being executed at site. The service provider shall quote all above SORs taking into consideration obtaining all relevant statutory permission to be obtained.
- 5.2 Plan and route approval in principle for the total project proposal by concerned authorities shall be made available by IGL. However, Service provider shall be responsible for obtaining further specific approval like road digging permission, day to day work permits etc. from statutory authorities like Municipal Corporation, PWD, Fire Department, traffic police department, private owners and any other concerned authority as required for the completion of the work. It is to be noted that Road digging permission on authority roads issued by the concerned authorities' remains valid only up to the declared date. The quoted rates shall be inclusive of these permission and related clauses.
- 5.3 The service provider shall work in close consultation / co-ordination with the IGL SITE IN-CHARGE and keep IGL SITE IN-CHARGE fully apprised and informed about the various paper / documents, applications being filed with the authorities / utilities as above. A copy of all the documents / applications including enclosures duly acknowledged by the authorities / utilities shall be forwarded to the IGL SITE IN-CHARGE within three days from the date of acknowledgment by the respective authorities / utilities.
- 5.4 The service provider shall not sign / execute any agreement and / or undertaking of any such documents which amounts to be undertaken by IGL and which shall only be signed and executed by IGL however, the service provider shall also liaise and co-ordinate for the same.
- 5.5 Necessary co-ordination, liaison and arrangements for statutory inspection and approval shall be the service provider's responsibility. Inspection and acceptance of the work by statutory authority shall not relieve the service provider from any of these responsibilities under this contract.
- 5.6 Due to site constraints, if it is not possible to adhere IGL drawings / specifications / IGL code of practice, in such cases service provider shall request for technical deviation, and same to be approved by IGL SITE IN-CHARGE before carrying out further work.
- 5.7 It shall be the service provider's responsibility to submit daily progress report, against every permit obtained, on the next day of every excavation work on authorities' roads & to obtain the Permit Reconciliation Report) from the concerned authorities' Engineer.

6.0 SITE MANAGEMENT & CLEANING:

- 6.1 The service provider shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
- 6.2 Working site shall be always kept clean to the entire satisfaction of IGL representative & customer / society members.
- 6.3 It is the service provider's responsibility to clean & restore the site to the original conditions to the satisfaction of IGL representative and customer / society members.

7.0 OTHER CONDITIONS:

- 7.1 Service provider shall establish a well-equipped Site Stores at suitable central location as base station, at his cost.
- 7.2 Service provider shall submit the field organogram before starting the job. During entire course of contract period, frequent change in manpower shall not be allowed.
- 7.3 Service provider has to make all the arrangements for tests / inspection either at the site or elsewhere (at reputed laboratory) at his own cost and expenses also necessary laboratory tests may be carried out at own cost and expenses.

- 7.4 The extent and nature of work has been given in the brief specification / scope of work to read in conjunction with drawings. The service provider shall quote their rates clearly in figure and word. The rate quoted for shall be complete in all respect and shall include all tax duties, royalties, transportation of material, labours, all overheads and profits. Nothing extra shall be paid except the rate quoted. The service provider should visit the site before quoting the rates where it is acutely to be completed.
- 7.5 The service provider or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or occupants or their properties near the site and to the public generally.
- 7.6 The service provider shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequences of any accident, or damages arising under or by reason of this agreement or execution of contract.
- 7.7 No labour below the age of eighteen years shall be deployed on the work.

8.0 STANDARD TERMS AND CONDITIONS FOR MATERIAL SUPPLY:

- 8.1 All material supplied shall as per specifications and / or feature / characteristics as mentioned in technical specifications.
- 8.2 Supply of duplicate or spurious material may result into termination of contract.
- 8.3 Service provider shall nominate a contact person as their coordinator and inform the same to EIC for regular co-ordination of material supply & installation services.

9.0 SERVICE PROVIDER'S SCOPE OF TOOLS FOR INSTALLATION:

9.1 Equipment and tools:

- Necessary hand tools e.g. spanners, wrench, screw driver set etc.
- Excavation tools including air-hammer for hard surface breaking.
- Barricading set & signboards as per IGL HSE guidelines.
- All necessary PPE's and safety equipment's as per IGL HSE specification.

Note: Above materials are for indicative purpose only and service provider shall make arrangements for any additional material, tools & equipment required for the completion of work.

- 9.2 The Service provider is responsible for returning any unused materials including scrap and loaned tools & equipment to the stores.
- 9.3 Service provider shall be responsible for any repair, replacement or maintenance costs associated with loaned tools and equipment.
- 9.4 Service provider shall seek approval from IGL SITE ENGINEER of all material in Service provider scope prior to its usage at site. Service provider shall submit the material test certificates of the materials to IGL SITE ENGINEER for verification.

SECTION VI

SCHEDULE OF RATES

(Format of Price Bid / Schedule of Rates is provided below for reference purpose only. On the e-tender portal, bidders are required to download the available excel file and quote in the predefined sheet only, then upload the same excel file (as downloaded and filled) on the e-tender portal, without any change in the format/formulae)

(Format of Price Bid / Schedule of Rates is provided below for reference purpose only. On the e-tender portal, bidders are required to download the available excel file and quote in the predefined sheet only, then upload the same excel file (as downloaded and filled) on the e-tender portal, without any change in the format/formulae).

Name of Bidder										
Bid Currency						INR				
S.no.	Segment	Service Code	Service Description	Unit	Qty.	HSN/SAC Code	Unit Rate on FOT basis including freight, insurance, Unloading & Stacking, Packing, Forwarding, TPIA Charges, Installation Charges and all taxes & duties excl. GST	GST Rate	Unit Rate on FOT basis including freight, insurance, Unloading & Stacking, Packing, Forwarding, TPIA Charges, Installation Charges and all taxes & duties incl. GST	Total Amount on FOT basis including freight, insurance, Unloading & Stacking, Packing, Forwarding, TPIA Charges, Installation Charges and all taxes & duties incl. GST
							INR	%	INR	INR
1	A	1020343	Supply & Installation of FRP Route Marker - Delhi	No.	1,124				Not Quoted	Not Quoted

Name of Bidder										
Bid Currency						INR				
S.no.	Segment	Service Code	Service Description	Unit	Qty.	HSN/SAC Code	Unit Rate on FOT basis including freight, insurance, Unloading & Stacking, Packing, Forwarding, TPIA Charges, Installation Charges and all taxes & duties excl. GST	GST Rate	Unit Rate on FOT basis including freight, insurance, Unloading & Stacking, Packing, Forwarding, TPIA Charges, Installation Charges and all taxes & duties incl. GST	Total Amount on FOT basis including freight, insurance, Unloading & Stacking, Packing, Forwarding, TPIA Charges, Installation Charges and all taxes & duties incl. GST
							INR	%	INR	INR
2	B	1020343	Supply & Installation of FRP Route Marker - Delhi	No.	1,878				Not Quoted	Not Quoted

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)

Name: _____

Designation: _____

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.: _____

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)

Name: _____

Designation: _____

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(month hs) 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. Current 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:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 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.
- For the purpose of this Tender document
 - Annual Turnover shall be "Sale value/ Operating Income"
 - Working capital shall be "Current Assets less Current Liabilities" and
 - Net Worth shall be "Paid up share capital and Free reserves & Surplus"

(SIGNATURE OF BIDDER WITH SEAL)

Name: _____
Designation: _____

**FORM 6
DECLARATION**

(On Bidder's letter head)

Indraprastha Gas Limited,
IGL Bhawan, 4 Community Centre,
Sector – IX, R.K.Puram,
New Delhi – 110022

IGL Tender No.: _____

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

We also confirm that we have not been banned or delisted by any government ministry / MOPNG / Delhi Government / Promoter / any government (national, state or local), PSU, PSU-JV and/or other government entities from quoting.

SEAL AND SIGNATURE OF BIDDER

Name: _____

Designation: _____

**FORM 7
DECLARATION OF TENDER DOCUMENT PURCHASED / DOWNLOADED**

(On Bidder's letter head)

No.

Date:

Indraprastha Gas Limited,
IGL Bhawan, 4 Community Centre,
Sector – IX, R. K. Puram,
New Delhi – 110022

IGL Tender No.: _____

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

Note:

Bidder whose accounts are not audited by the auditors as per law/jurisdiction, certification from Chartered Accountant to be submitted.

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

IGL Tender No.: _____

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)

IGL Tender No.: _____

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
Name: _____
Designation: _____

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.	Requirement	Bidder's Response
General Information		
1	Bidder's own bid Reference No. and Date	
2	Date of incorporation of company	
3	Company Address(es) in India	
4	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
5	Names/Details of Directors / Proprietor / Partners	
6	Name of contact person (for bidding activities)	
7	Phone no. of contact person	
8	Email ID of contact person	
9	GST registration number (on which Contract is sought in case of award)	
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	Agree
2	Bidder's MSME Status	
3	Details (no. and date) of EMD (DD/BG/Online Payment/Banker's Cheque/Exemption certificate details)	
4	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
5	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
6	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
7	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
8	Bidder accepts the contractual validity period as per tender	Agree
9	Bidder accepts the terms of payment as per tender	Agree
10	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
11	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
12	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
13	Bidder accepts all statutory compliances against tender	Agree
14	Bidder has read and accepts the tender document in toto	Agree
15	Any deviation from the tender document sought by the bidder is listed separately in Form-2 only	Agree
16	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree
17	If the Working Capital is not as per BEC requirement then letter from bank as per Annexure – 2 submitted with bid	Agree

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. 7.3 under Section-I (IFB) of Tender
Financial BEC		
2	As per clause no. 7.2 under Section-I (IFB) of Tender	<p>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.</p> <p>Bank Letter for Line of Credit as per Annexure-2 of tender in case of inadequate working capital.</p>

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 Engineer for details of similar goods / work / services supplied / done during past 7 years as per provided format
6.	Form-5 Financial Capability Certificate	Form-5: Certificate for financial capability of the bidder as per provided format. In case bidder's working capital is lower than that required as per Tender BEC, letter from bidder's bank showing availability of line of credit to cover inadequacy of working capital to be attached as per Annexure-2 of tender document.
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 Technical BEC	As per the table provided above and/or any other document as per relevant BEC clause
13.	Documents against Financial BEC	Bidder's Audited Annual Financial Report containing Audited balance sheets and profit & loss statements for the preceding 3 financial years in support of Form-5

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 SUPPLY OF _____

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 _____ 2025.

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 _____ 2025 _____ 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.....

Yellow Colour FRP Plate

6mm Thk. , 300 radius

IGL LOGO ,50mm radius

Outer (Yellow Colour) , Text (Green

20mm Height ,

25mm Thk. (Colour Green)

30mm Height ,

6mm Thk. (Colour Red)

20mm Height ,

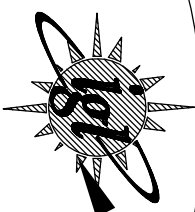
4mm Thk. (Colour Black)

16mm Height ,

4mm Thk. (Colour Red)

18mm Height ,

4mm Thk. (Colour Black)



INDRAPRASTHA GAS LIMITED

सावधान: उच्च दबाव गैस पाइपलाइन

खुदाई से पहले संपर्क करें

ग्राहक सेवा नंबर : 18001025109 / 155216

आपातकालीन नंबर : 8130995007

नियंत्रण कक्ष नंबर : 8448588548 / 49

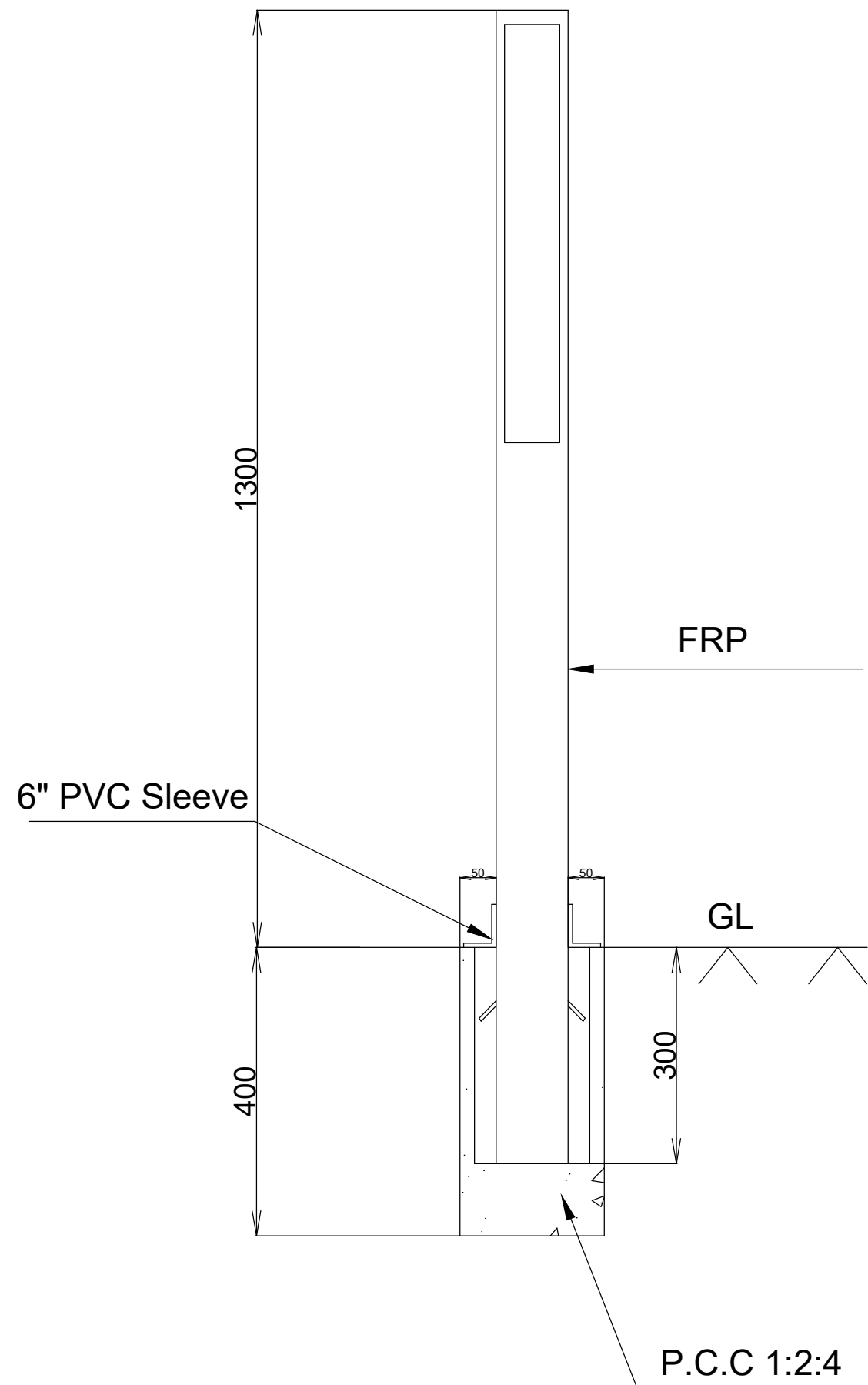
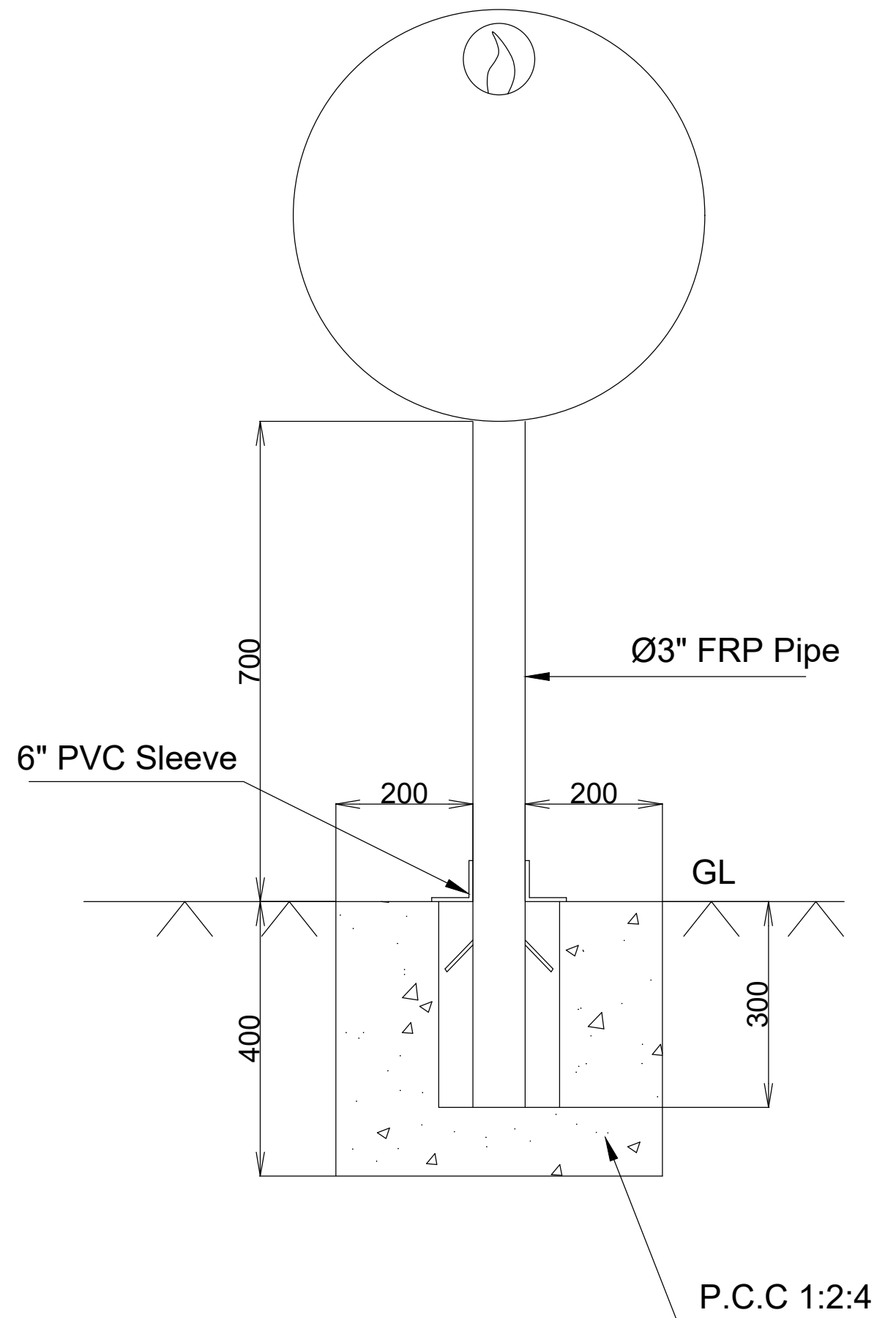
CAUTION : HIGH PRESSURE PIPELINE BELOW

DIAL BEFORE DIGGING

CUSTOMER CARE NO.: 18001025109 / 155216

EMERGENCY NO.: 8130995007

CONTROL ROOM NO.: 8448588548/49



PIPELINE ROUTE MARKERS
 (TO BE INSTALLED IN CONSULATION WITH EIC)

