



INDRAPRASTHA GAS LIMITED

TENDER DOCUMENT

FOR

**HIRING OF MANPOWER FOR SERVICES FOR PNG
DOMESTIC ACQUISITION ACITIVITES**

TENDER DOCUMENT NO. IGL/ET2/CP/CP18547

SECTION I INVITATION FOR BID (IFB)	6
1.0 INTRODUCTION.....	7
2.0 BRIEF SCOPE	7
3.0 DURATION OF CONTRACT.....	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.....	11
12.0 GENERAL.....	12
SECTION II INSTRUCTION TO BIDDERS (ITB)	14
1.0 REGISTRATION PROCESS ON ONLINE PORTAL	15
2.0 SYSTEM PREREQUISITES	15
3.0 TENDER DOCUMENTS SEARCH.....	15
4.0 BID PREPARATION.....	16
5.0 BID SUBMISSION	16
6.0 ASSISTANCE TO BIDDERS.....	17
7.0 EMAIL SUPPORT.....	17
8.0 SCOPE OF BID	17
9.0 ELIGIBILITY OF BIDDERS.....	17
10.0 ONE BID PER BIDDER	18
11.0 SINGLE POINT RESPONSIBILITIES	18
12.0 COST OF BIDDING	18
13.0 NON-TRANSFERABILITY OF THE TENDER DOCUMENTS	18
14.0 SITE VISIT	18
15.0 CONTENTS OF TENDER DOCUMENTS.....	18
16.0 EARNEST MONEY DEPOSIT / BID SECURITY.....	19
17.0 CLARIFICATION ON TENDER DOCUMENTS	20
18.0 AMENDMENT OF TENDER DOCUMENTS	20
19.0 LANGUAGE OF BID.....	20
20.0 DOCUMENTS CONSTITUTING THE BID.....	20
21.0 BID PRICES.....	21
22.0 PRICE BASIS.....	22
23.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION	22
24.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS.....	22
25.0 PERIOD OF VALIDITY OF BIDS.....	22
26.0 FORMAT AND SIGNING OF BID	22
27.0 DEVIATIONS.....	23
28.0 DEADLINE FOR SUBMISSION OF BID	23
29.0 LATE BIDS.....	23
30.0 MODIFICATION AND WITHDRAWAL OF BIDS	23
31.0 BID OPENING.....	24
32.0 CLARIFICATION OF BIDS.....	24
33.0 CONTACTING THE PURCHASER.....	24
34.0 PRELIMINARY EXAMINATION	24
35.0 REJECTION CRITERIA.....	24
36.0 OPENING OF PRICE BID	25
37.0 ARITHMETIC CORRECTIONS.....	25
38.0 EVALUATION.....	25
39.0 OTHER CONDITIONS RELATED TO BID EVALUATION	26
40.0 COMPARISON OF PRICES	26
41.0 POST-QUALIFICATION	26
42.0 AWARD CRITERIA.....	26
43.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD.....	27
44.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	27
45.0 CONTRACT NEGOTIATIONS.....	27
46.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE (LOA)	27

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18547
------------------------------	--------------	---------------------------

47.0	ACCEPTANCE OF ORDER	28
48.0	CORRUPT AND FRAUDULENT PRACTICES	28
49.0	INCOME TAX LIABILITY	28
50.0	GENERAL	28
SECTION III	GENERAL CONDITIONS OF CONTRACT (GCC).....	30
1.0	DEFINITIONS	31
2.0	APPLICATION	31
3.0	CONTRACTOR TO INFORM	32
4.0	SCOPE OF CONTRACT	32
5.0	INTERPRETATION OF CONTRACT DOCUMENTS	32
6.0	STANDARDS	32
7.0	CONFIDENTIALITY	32
8.0	CONTRACT OBLIGATIONS	33
9.0	MODIFICATION IN CONTRACT	33
10.0	DELAYS BY OWNER OR HIS AUTHORISED AGENTS	33
11.0	PATENT RIGHTS	33
12.0	CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)	34
13.0	INSPECTIONS AND TESTS	34
14.0	ADDITIONAL TEST	35
15.0	LATENT DEFECT	35
16.0	PAYMENT TERMS	35
17.0	PRICES AND PRICE BASIS	36
18.0	ASSIGNMENT	36
19.0	SUB-CONTRACTING	36
20.0	TIME SCHEDULE & PROGRESS REPORTING	36
21.0	DELAYS IN THE CONTRACTOR'S PERFORMANCE	37
22.0	PRICE REDUCTION SCHEDULE (PRS)	37
23.0	TERMINATION FOR DEFAULT	38
24.0	OWNER MAY DETERMINE / TERMINATE CONTRACT	38
25.0	TERMINATION FOR INSOLVENCY	38
26.0	TERMINATION FOR OWNER'S CONVENIENCE	39
27.0	FORCE MAJEURE	39
28.0	SETTLEMENT OF DISPUTES	40
29.0	LIMITATION OF LIABILITY	40
30.0	PUBLICITY AND ADVERTISEMENT	40
31.0	GOVERNING LANGUAGE	40
32.0	APPLICABLE LAW	40
33.0	NOTICES	40
34.0	TAXES, DUTIES AND LEVIES	41
35.0	TIME FOR PERFORMANCE	42
36.0	TRANSFER OF TITLE	42
37.0	COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT	43
38.0	CHANGE IN CONSTITUTION	43
39.0	MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE	43
40.0	CONTRACTOR TO INDEMNIFY THE OWNER	43
41.0	SAFETY REGULATIONS	43
42.0	OWNER MAY DO PART OF WORK	43
43.0	POSSESSION PRIOR TO COMPLETION	44
44.0	DEFECTS IN WORK	44
45.0	DEFENCE OF SUITS	44
46.0	DEDUCTIONS FROM THE CONTRACT PRICE	45
47.0	COMPLETION CERTIFICATE	45
48.0	FINAL DECISION AND FINAL CERTIFICATE	45
49.0	CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION	45
50.0	REPEAT ORDER	45
51.0	INSURANCE	46
52.0	COMPLIANCE OF LAWS	46
53.0	THE ENGINEER-IN-CHARGE	47
54.0	INDEMNITY	47
55.0	LABOUR LAWS	47
56.0	EVALUATION OF PERFORMANCE	49

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18547
------------------------------	--------------	---------------------------

57.0	CONTRACTOR SAFETY MANUAL.....	49
58.0	WHISTLE- BLOWER POLICY	49
SECTION IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	50
1.0	DEFINITIONS AND INTERPRETATIONS.....	51
2.0	INTERPRETATIONS	51
3.0	REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES.....	51
4.0	INTELLECTUAL PROPERTY	51
5.0	STANDARDS.....	51
6.0	CONTRACT PERFORMANCE BANK GUARANTEE (CPBG).....	52
7.0	PRICE REDUCTION SCHEDULE (PRS).....	52
8.0	PENALTY.....	53
9.0	TAXES & DUTIES	54
10.0	DURATION OF CONTRACT & DELIVERY PERIOD.....	54
11.0	TERMS OF PAYMENTS	54
12.0	ALTERATION IN SPECIFICATION, DESIGN AND EXTRA WORKS.....	54
13.0	ENGINEER-IN-CHARGE	55
14.0	CONTRACTOR OBLIGATIONS UNDER THE LABOUR LAWS	55
15.0	THE ENGINEER-IN-CHARGE SHALL HAVE POWER TO	55
16.0	OTHER AGENCIES AT SITE	55
17.0	TERMINATION FOR PURCHASER'S CONVENIENCE	55
18.0	PAYMENT IF THE CONTRACT IS TERMINATED	55
19.0	NO WAIVER OF RIGHTS.....	56
20.0	GROUP ACCIDENT POLICY	56
21.0	DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY	56
22.0	SUB-LETTING OF CONTRACT.....	56
23.0	EMPLOYMENT LIABILITY OF CONTRACTOR	57
24.0	CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT.....	57
25.0	RESPONSIBILITIES /OBLIGATIONS OF THE CONTRACTOR.....	57
26.0	OTHERS IMPORTANT TERMS & CONDITIONS	58
27.0	STATUTORY APPROVALS	58
28.0	STATUTORY COMPLIANCE	59
29.0	PRICE VARIATION CLAUSE.....	60
30.0	DOCUMENT PRECEDENCE	60
31.0	INSPECTION AND REJECTION OF GOODS BY CONSIGNEE	60
32.0	SUBLETTING AND ASSIGNMENT.....	61
33.0	TENDERS NOT IN PRESCRIBED FORMS	61
34.0	TENDERS NOT CONFIRMING TO SPECIFICATIONS.....	61
35.0	CONTRACTOR SAFETY MANUAL.....	61
36.0	REPEAT ORDER	61
37.0	VARIATION IN QUANTITY AT THE TIME OF ORDERING	61
38.0	TRANSIT RISK INSURANCE	61
39.0	TERMINATION FOR DEFAULT.....	61
40.0	SETTLEMENT OF DISPUTES (ARBITRATION).....	63
41.0	COMPUTATION / ARITHMETICAL ERROR	64
42.0	TERMINATION AND FAILURE CLAUSE	64
43.0	FORCE MAJEURE	65
44.0	APPLICABLE LAW.....	65
45.0	STATUTORY APPROVALS	65
46.0	WHISTLE-BLOWER POLICY	66
SECTION V	SCOPE OF WORK	67
1.0	SCOPE OF WORK.....	68
2.0	UNIFORM/CONVEYANCE FOR FIELD EXECUTIVES/BACKEND EXECUTIVES/SUPERVISOR:	68
3.0	SMART PHONE SPECIFICATION:.....	69
4.0	INCENTIVE BASED UPON PERFORMANCE:.....	69
5.0	STATUTORY COMPLIANCES:.....	70
6.0	WAGE STRUCTURE	70
SECTION VI	SCHEDULE OF RATES	71
SECTION VII	FORMS AND FORMATS	80
	FORM 1 BIDDER'S GENERAL INFORMATION	81

INDRAPRASTHA GAS LTD.	INDEX	IGL/ET2/CP/CP18547
------------------------------	--------------	---------------------------

<i>FORM 2 DEVIATION FORM</i>	<i>83</i>
<i>FORM 3 FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR / CHARTERED ENGINEER FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS</i>	<i>84</i>
<i>FORM 4 CERTIFICATE FROM THE STATUTORY AUDITOR / CHARTERED ENGINEER REGARDING SUPPLY OF GOODS/WORKS/SERVICES</i>	<i>86</i>
<i>FORM 5 CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</i>	<i>87</i>
<i>FORM 6 DECLARATION</i>	<i>88</i>
<i>FORM 7 DECLARATION OF TENDER DOCUMENT PURCHASED / DOWNLOADED</i>	<i>88</i>
<i>FORM 8 LETTER FROM STATUTORY AUDITOR / CHARTERED ACCOUNTANT / CHARTERED ENGINEER</i>	<i>89</i>
<i>FORM 9 PRO FORMA FOR LETTER OF AUTHORITY</i>	<i>90</i>
<i>FORM 10 DETAILS OF LITIGATION</i>	<i>90</i>
<i>TECHNO-COMMERCIAL INFORMATION</i>	<i>91</i>
<i>DOCUMENTS TO BE CHECKED AGAINST BEC</i>	<i>92</i>
<i>DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL</i>	<i>93</i>
<i>ANNEXURE - I DECLARATION OF BID SECURITY</i>	<i>95</i>
<i>ANNEXURE - II FORMAT FOR LETTER FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE</i>	<i>96</i>
<i>ANNEXURE - III BID BOND PROFORMA / PROFORMA FOR EMD</i>	<i>97</i>
<i>CONTRACT PERFORMANCE BANK GUARANTEE</i>	<i>98</i>

SECTION I
INVITATION FOR BID (IFB)

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

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

HIRING OF MANPOWER FOR SERVICES FOR PNG DOMESTIC ACQUISITION ACTIVITIES

TENDER DOCUMENT NO. IGL/ET2/CP/CP18547

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

- 2.1 The present requirement is to provide manpower for various PNG acquisition activities as per details furnished in this bid document.
- 2.2 The entire scope of work under this tender has been divided into 4 Groups as follows:

Groups	Geographical Area
Group - A	Delhi
Group - B	Uttar Pradesh
Group - C	Haryana
Group - D	Rajasthan

- 2.3 The vendor shall be paid as per minimum wages decided by Central Government - for employees employed in construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipe lines.
- 2.4 Following minimum wages have been considered as per details given below:

Groups	State	Geographical Area	Wage Category as per Central Govt.
A	Delhi	Delhi	City A
B	Uttar Pradesh	Noida, Gr, Noida, Ghaziabad	City A
		Muzaffarnagar, Kanpur and Banda	City C
C	Haryana	Gurugram	City A
		Karnal, Kaithal, Rewari	City C
D	Rajasthan	Ajmer	City B
		Pali & Rajsamand	City C

- 2.5 For detailed scope, refer section Section-V Scope of Work of tender document.

3.0 DURATION OF CONTRACT

- 3.1 The contract shall be valid for a period of 02 (Two) years from the date of first notification of award from IGL.

4.0 BID VALIDITY AND BIDDING PROCEDURE

- 4.1 Bid Validity: Bid should be kept valid for **90 (Ninety) days** from the date of opening of techno-commercial bid.
- 4.2 Bidding Procedure: Bidding will be conducted through “*Open Domestic Competitive Bidding basis*” and “*Single stage two bid system*” is adopted for this tender

5.0 DETAILS OF TENDER DOCUMENTS

Tender document number	IGL/ET2/CP/CP18547 dated 26.07.2025
Availability of tender document on website(s)	From 26.07.2025 to 18.08.2025
Pre-bid meeting date and time and link	04.08.2025 at 1500 hrs IST through Video Conferencing Link: Join the meeting now
Bid submission due date and time	18.08.2025 till 1430 hrs IST
Bid Submission at	https://igl.ewizard.in
Techno-commercial bid opening date and time	18.08.2025 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.rajput@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)

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

PART-II (PRICED BID)

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

7.0 BIDDER EVALUATION CRITERIA (BEC)

7.1 TECHNICAL BEC:

- (a) The bidder should have experience in providing manpower services for various marketing activities such as Customer registration / KYC / direct customer dealing assignments / door step customer services in Telecom / Financial Services of at least an amount mentioned in the table below, under a single order/agreement/contract during last 7 years reckoned from the date of floating of Tender.

Group	Group's State	Value of similar work executed under single order/contract
A	Delhi	Rs. 101.13 Lakhs
B	Uttar Pradesh	Rs. 65.83 Lakhs
C	Haryana	Rs. 12.19 Lakhs
D	Rajasthan	Rs. 44.19 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:

Group	Group's State	Minimum Annual Turnover
A	Delhi	Rs. 202.25 Lakhs
B	Uttar Pradesh	Rs. 131.66 Lakhs
C	Haryana	Rs. 24.38 Lakhs
D	Rajasthan	Rs. 88.38 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:

Group	Group's State	Minimum Working Capital
A	Delhi	Rs. 40.45 Lakhs
B	Uttar Pradesh	Rs. 26.33 Lakhs
C	Haryana	Rs. 4.88 Lakhs
D	Rajasthan	Rs. 17.68 Lakhs

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

7.3 NOTE:

- (a) In case bidders quote for more than one Group, they have to meet the Technical BEC on cumulative basis in a single order/contract. (For example, if bidder quotes for group A&B, then total value of work executed on cumulative basis is Rs. 166.96 lakhs in a single order/contract. If quoted for all groups, then total value of work executed shall be Rs. 223.34 Lakhs in a single order/contract.)
- (b) In case bidders quote for more than one Group, bidders have to meet the Financial BEC (Annual Turnover and Working Capital) on cumulative basis. (For example, if bidder quotes for group A&B, then mini. Annual turnover value required on cumulative basis is Rs. 333.91 lakhs in a single order/contract. If quoted for all groups, then mini. Annual turnover value required shall be Rs. 446.67 Lakhs in a single order/contract)

- (c) In case the bidder quotes for more than one Group but meets Bid Evaluation Criteria for lesser number of Groups, such bid shall be qualified for lesser number of Groups based on IGL estimates arranged in descending order for Groups till the cumulative value of BEC criteria is exhausted
- (d) In case of tenders having bid submission date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.
- (e) 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.

7.4 Documents Required

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

- Order(s) / Contract(s) with SOR defining the complete scope of work.
- Completion certificate(s) issued by the client mentioning clear reference of the order/contract against which it has been issued, along with clear mention of actual executed value and actual execution period.
- Audited Financial Reports including Balance Sheet and Profit & Loss Statements of three preceding financial years with UDIN.
- Any other document required for qualification against BEC clauses.

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 is liable to be rejected
- IGL reserves the right, at its sole discretion, to seek clarifications from any bidder in the event of incomplete documentation submitted with the initial bid. However, IGL shall not be obligated to consider or accept any new or additional documents provided by the bidder during such clarification process if the same were not submitted as part of the original bid.
- 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:

- 8.1 Price bid of all techno-commercially qualified bidders will be opened. Evaluation shall be done on **Group-wise Lowest cost (L1) basis** for each group. Partial quotation of the SOR for a group will result in rejection of the bid for that Group.
- 8.2 Bidders have been provided wage breakup sheet in the tender and they have to quote only their service charges over the same in absolute value, which shall remain firm and fixed for the entire contract duration.
- 8.3 If more than one bidder quotes the same service charges 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:
 - (a) Turnover of the preceding audited financial year

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

8.4 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.

8.5 Split of award: Each Group shall be awarded to the respective L1 bidder.

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 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.

9.3 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 shall 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:

- (a) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (b) All bidders/participants mandatorily have to pin IGL screen on their computer screens during the pre-bid meeting.
- (c) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (d) Time slot shall be allotted to each bidder to ask his queries.
- (e) Recording shall be done for pre-bid meeting.
- (f) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

11.0 BID SECURITY

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

Group	Group Name	EMD Amount (INR)
A	Delhi	15,00,000
B	Uttar Pradesh	15,00,000
C	Haryana	1,00,000
D	Rajasthan	5,00,000

In case a bidder quotes for more than one Group, then Bid Security must be submitted for cumulative EMD amount for the respective quoted Groups with maximum ceiling of Rs. 20,00,000/-. (For example:

- If a bidder quotes for Group A then EMD shall be Rs. 15,00,000/-
- If bidder quotes for Groups A & B, EMD shall be Rs. 20,00,000/-
- If bidder quotes for Groups A & C, EMD shall be Rs. 16,00,000/-
- If bidder quotes for all the Groups then EMD shall be Rs. 20,00,000/-.

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

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

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

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

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

All bidders must verify their current status online on MSME Portal and ensure that the submitted certificate is up to date.

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, the bidders can proceed for bid submission.
- 3.5 Bidder has to log into the site well in advance before the sale date and time of the tender in over.
- 3.6 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4.0 BID PREPARATION

- 4.1 Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- 4.2 Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under "My Documents" link on the portal first. These can be later attached as part of their bid documents during bid submission.
- 4.3 Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

5.0 BID SUBMISSION

- 5.1 Bidder will be entirely responsible for any last minute issues and ITI Limited or IGL shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- 5.2 For EMD, if applicable, bidder has to select the mode of payment (BG/e-payment) and fill in the required details along with scanned copy. Exempted vendors can select 'Exemption' and upload valid certificate for the same.
- 5.3 A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- 5.4 Bidders may need to update their encryption/cipher certificate in their Profile to enable the system to upload excel files. For this, go to the 'Profile' tab on the portal and click 'Capture cipher certificate' button on the update profile page. Follow the java application steps as instructed and save your profile.
- 5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.7 It is important to note that the bidder has to click on the 'Final Submit Bid button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.

- 5.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.9 Bidders to note that in case they wish to modify/re-upload certain documents before bid submission deadline, they can do so by going to the bid submission page and clicking re-upload action button appearing in front of each uploaded document. **In no case should the bidder click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again. It is only meant in case bidders need to withdraw their participation from a specific tender.**
- 6.0 ASSISTANCE TO BIDDERS**
- 6.1 Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.
- 6.2 For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 eWizard Helpdesk. The contact number for the helpdesk are 011-49606060, 23710092, 23710091. You may also contact Mr. 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. 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.

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

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

- 32.1 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 the Prices received in Priced 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

42.1 Subject to ITB Clauses, the Purchaser will place the order on the successful CMS agency 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.

42.2 One CMS agency will award maximum two (02) no. of groups.

42.3 In case bidder quotes for more than one group and there is scenario when a particular CMS agency is L-1 for more than 02 groups then award will be based on IGL estimate arranged in descending order for groups till conditions in point 42.2 will be fulfilled.

43.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

43.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions. The tendered quantities shall be considered for evaluation purpose.

43.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

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

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

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

45.0 CONTRACT NEGOTIATIONS

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

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

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

46.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE (LOA)

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

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

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

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

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

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

47.0 ACCEPTANCE OF ORDER

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

48.0 CORRUPT AND FRAUDULENT PRACTICES

48.1 The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practise amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

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

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

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

- (a) shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;
- (b) shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;
- (c) has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;
- (d) from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;
- (e) shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.

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

49.0 INCOME TAX LIABILITY

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

50.0 GENERAL

- 50.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Purchaser to exercise the same at any later date.
- 50.2 The work will be supervised by Purchaser's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.
- 50.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service(s) required. The quantity of work / service(s) shown in the Schedule of rates is tentative.
- 50.4 The contract period shall be reckoned from the date of Letter of Acceptance (LOA) or as mentioned therein.
- 50.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (except statutory variation in the rate of service tax) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

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

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

2.0 APPLICATION

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

3.0 CONTRACTOR TO INFORM

- 3.1 The Contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Contractor 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 The Contractor shall follow the best modern practices in the execution of services and provide the Services in a thorough workmanlike manner and execute the work in prescribed time to the entire satisfaction of Purchaser.
- 4.3 The documents once submitted by the Contractor shall be firm and final and not subject to subsequent changes. The Contractor shall be responsible for any loss to the Purchaser / Consultant consequent to furnishing of incorrect document/data/drawings.
- 4.4 All dimensions and weight used for execution of work should be in metric system.
- 4.5 All work to be carried out under the Contract shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the work carried out and necessary certificates shall be furnished.
- 4.6 Specifications, design and drawings issued to the Contractor along with RFQ/Tender and Contract are not sold or given but loaned. These remain property of Purchaser / Consultant or its assigns and are subject to recall by Purchaser / Consultant. The Contractor and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for execution against the Contract and shall not disclose the same to any person, firm or corporate body, without written permission of Purchaser / Consultant. All such details shall be kept confidential.

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

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

6.0 STANDARDS

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

7.0 CONFIDENTIALITY

- 7.1 The Contractor cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector.
- 7.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 7.3 However, these obligations do not apply to documents for which it can be demonstrated that,

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

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

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

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

8.0 CONTRACT OBLIGATIONS

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

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

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

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

9.0 MODIFICATION IN CONTRACT

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

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

10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

10.1 In case the Contractor's performance is delayed due to any act or omission 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.

10.2 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.

11.0 PATENT RIGHTS

- 11.1 The Contractor shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods. Therefore, the Contractor shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Work to the extent needed to avoid any such infringement.
- 11.2 In case of legal action or proceedings for infringement against the Owner, the Contractor undertakes to:
- Stand up for the Owner in the defence of his rights and interests;
 - Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
 - Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests;
 - Reimburse to the Purchaser, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings;
 - To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Contractor alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.
- 11.3 In case of legal action or proceedings for infringement brought against the Purchaser, the Contractor has the right to participate in the Owner's defence. Any transaction with the third party in such cases shall be discussed and jointly agreed by the parties, wherever feasible.
- 11.4 The modifications to be brought to the Work/Goods must have the prior consent of the Purchaser. This consent cannot in any way lessen the obligations of the Contractor that result from the present article, also in cases when new legal action or proceedings are initiated following the modifications that were made.

12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

- 12.1 Within 21 days from the receipt of notification of award of the Contract / Purchase Order, the Contractor shall furnish Performance Guarantee to the Purchaser in the form of Demand Draft or Bank Guarantee from any Nationalized / Scheduled bank, in the format provided in the Tender Document.
- 12.2 The performance guarantee shall be denominated in the currency of the Contract.
- 12.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance Bank Guarantee (BG) shall be further 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 Contractor's entire obligations, including any warrantee obligations / defect liability period, under the Contract.
- 12.4 The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the IGL which may arise during the execution of the contract and a confirmation that contractor has cleared all its dues pertaining to the contract and all liabilities etc., in addition indemnifying IGL against any future claims, if any.
- 12.5 The Company shall have the right to forfeit the CPBG / security deposit in case of non-satisfactory performance of the contract.

13.0 INSPECTIONS AND TESTS

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

- 13.2 The Contractor will inform Purchaser fifteen (15) Days in advance for readiness of Work performed under the Agreement for all such identified CHP's.
- 13.3 The Purchaser or its representative shall have the right to inspect and/or to inspect the Work performed by Contractor to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's representative / Inspector shall be to the account of the Contractor. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.
- 13.4 The inspections and tests may be conducted on the premises of the Contractor or its sub-Contractor(s), at point of execution of Work. If conducted on the premises of the Contractor or its sub-Contractor(s), all reasonable facilities and assistance, including access to drawings and other data, shall be provided by the Contractor to the inspectors at no charge to the Owner.
- 13.5 Should any inspected or tested Work fail to conform to the Specifications, the Owner may reject the Work, and the Contractor shall make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 13.6 Nothing mentioned in this Inspection and Tests clause shall in any way release the Contractor from any warranty or other obligations under the Agreement.

14.0 ADDITIONAL TEST

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

15.0 LATENT DEFECT

- 15.1 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 completion of contracted Work, the Contractor shall rectify and make good, as the case may be, within technically reasonable period to the satisfaction of the Purchaser and without any additional liability on the Purchaser, whatsoever.

16.0 PAYMENT TERMS

- 16.1 The Contractor's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 16.2 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid, as well as in other currencies in which the Contractor had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

16.3 General Notes:

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

17.0 PRICES AND PRICE BASIS

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

18.0 ASSIGNMENT

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

19.0 SUB-CONTRACTING

- 19.1 The Contractor shall notify the Owner in writing of all sub-contracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement.
- 19.2 Such sub-contracted services shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.
- 19.3 For any sub-contract, the Purchaser is entitled to demand from the Contractor, for approval of the list sub-contractors the Contractor intends to involve and of the orders he may entrust to them. The Purchaser may further demand that proposals of competitors be produced for him to examine. Approval by the Owner cannot give rise to any legal bond between the Purchaser and the sub-contractors and leaves full responsibility only to the Contractor.
- 19.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Purchaser the full and direct beneficiary of such warranty.

20.0 TIME SCHEDULE & PROGRESS REPORTING

20.1 Time Schedule Network / Bar Chart

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

- (b) The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding study, documentation, implementation, commissioning, and inspection and testing of the Services / Works.
- (c) The original issue and subsequent revisions of Contractor's time schedule shall be sent to Purchaser.
- (d) The time schedule network / bar chart shall be updated at least every second month.

20.2 Progress Trend Chart / Monthly Report

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

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

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

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

21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

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

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

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

22.0 PRICE REDUCTION SCHEDULE (PRS)

22.1 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 "the work portion" that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value.

22.2 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.

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

23.0 TERMINATION FOR DEFAULT

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

- 24.1 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.
- 24.2 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.

25.0 TERMINATION FOR INSOLVENCY

- 25.1 The Purchaser, may at any time, terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that

such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26.0 TERMINATION FOR OWNER'S CONVENIENCE

- 26.1 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.
- 26.2 The Work that is complete and ready for commissioning as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.
- 26.3 For the remaining Work, the Owner may elect:
- To have any portion completed and delivered at the Agreement terms and prices and / or
 - 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
 - To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.
- 26.4 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.

27.0 FORCE MAJEURE

- 27.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Contractor or Purchaser and not involving the Contractor's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:
- War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
 - Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
 - Explosions, fires, destruction of machinery, plant and installations of any nature
 - Arbitrary action, if any of the Government of India or a relevant State;
 - Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement, provided such refusal is not the result of the doing of the parties.
 - Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

28.0 SETTLEMENT OF DISPUTES

- 28.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 28.2 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.
- 28.3 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 Contractor 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 28.7 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 Contractor shall be withheld on account of such proceedings.

29.0 LIMITATION OF LIABILITY

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

30.0 PUBLICITY AND ADVERTISMENT

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

31.0 GOVERNING LANGUAGE

- 31.1 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.

32.0 APPLICABLE LAW

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

33.0 NOTICES

- 33.1 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.

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

34.0 TAXES, DUTIES AND LEVIES

- 34.1 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.
- 34.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.
- 34.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- 34.4 The Contractor/Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, any other duty on services or any other tax payable and/or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority. The rate in SOR is inclusive of all the above referred taxes/duties.
- 34.5 Any statutory variation in GST within the contractual period for the SOR items shall be to IGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only and any variation in taxes beyond such period shall be borne by the Contractor.
- 34.6 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.
- 34.7 Returns and details required to be filled under GST laws & rules should be timely filed by Contractor of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above formalities are fulfilled. Further, IGL 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.
- 34.8 Service Provider / Supplier of Goods providing taxable service / goods shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. GST, if applicable, shall be paid after verifying GST Registration number. Each item's cost and GST as applicable shall be provided in all the invoices along with GST registration no. & HSN/SAC codes for the services provided / goods delivered.
- 34.9 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Service Provider / Supplier of Goods shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. In case GST

is not applicable to the vendor at the time of Contract / Order placement, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same shall be borne by vendor.

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

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

34.10 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.

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

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

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

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

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

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

35.0 TIME FOR PERFORMANCE

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

35.2 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.

36.0 TRANSFER OF TITLE

36.1 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.

36.2 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.

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

37.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT

- 37.1 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.
- 37.2 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.

38.0 CHANGE IN CONSTITUTION

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

39.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

- 39.1 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.

40.0 CONTRACTOR TO INDEMNIFY THE OWNER

- 40.1 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.
- 40.2 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.

41.0 SAFETY REGULATIONS

- 41.1 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.

42.0 OWNER MAY DO PART OF WORK

- 42.1 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.

43.0 POSSESSION PRIOR TO COMPLETION

- 43.1 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.

44.0 DEFECTS IN WORK

44.1 DEFECTS PRIOR TO TAKING OVER

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

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

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

44.2 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.

45.0 DEFENCE OF SUITS

- 45.1 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.

46.0 DEDUCTIONS FROM THE CONTRACT PRICE

- 46.1 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.

47.0 COMPLETION CERTIFICATE

APPLICATION FOR COMPLETION CERTIFICATE:

- 47.1 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.
- 47.2 The Engineer-In-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out under the specifications of Agreement and the Contract Documents.
- 47.3 The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the WORK executed by him under the terms of Contract.

ISSUE OF COMPLETION CERTIFICATE:

- 47.4 Within one month of the completion of the Work in all respects, the Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but neither Completion Certificate shall be given nor shall the Work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the Site completely. The Work will not be considered as complete and taken over by the Engineer-In-Charge, until all the Temporary Work, labour and staff colonies etc., if any, Constructed are removed and worksite cleared to the satisfaction of the Engineer-In-Charge.
- 47.5 If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the Work, the Engineer-In-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

48.0 FINAL DECISION AND FINAL CERTIFICATE

- 48.1 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.

49.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

- 49.1 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.

50.0 REPEAT ORDER

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

51.0 INSURANCE

- 51.1 Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:
- 51.2 Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance, as defined herein together with the underwriter works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contract.
- 51.3 Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 51.4 All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Owner may from time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.
- 51.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

52.0 COMPLIANCE OF LAWS

- 52.1 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.
- 52.2 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.
- 52.3 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.
- 52.4 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.
- 52.5 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.
- 52.6 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.
- 52.7 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.

- 52.8 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.

53.0 THE ENGINEER-IN-CHARGE

- 53.1 Issue the contractor from time to time during the running of the Contract such further instructions on behalf of the Owner as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 53.2 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.
- 53.3 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.

54.0 INDEMNITY

- 54.1 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.

55.0 LABOUR LAWS

- 55.1 No labour below the age of 18 (eighteen) years shall be employed on the Work.
- 55.2 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.
- 55.3 The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.
- 55.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- 55.5 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.
- 55.6 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.
- 55.7 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.
- 55.8 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.

- 55.9 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.
- 55.10 The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form / Register / Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Contractor shall without prejudice to any other liability pay to the Owner a sum not exceeding Rs.50/- as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-In-Charge and in the event of the Contractor's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50/- per day for each day of default subject to a maximum of one percent of the estimated cost of the Work put to tender. The Engineer-In-Charge shall deduct such amount from bills or Contract Performance Security of the Contractor and credit the same to the Welfare Fund constitute under these acts. The decision of the Engineer-In-Charge in this respect shall be final and binding

Implementation of Apprentices Act, 1961:

- 55.11 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:

- 55.12 The Contractor shall indemnify the Employer and every member, office and employee of the Employer, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in this Clause and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 55.13 PAYMENT OF CLAIMS AND DAMAGES: Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.
- 55.14 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of Workmen's Compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, the Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under Section 12, Sub-section (2) of the said act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the Contractor whether under this Contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the Contractor and

upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claim.

Health and sanitary arrangements for workers:

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

55.16 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.

56.0 EVALUATION OF PERFORMANCE

56.1 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.

57.0 CONTRACTOR SAFETY MANUAL

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

58.0 WHISTLE- BLOWER POLICY

58.1 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.

58.2 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.

58.3 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 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

(FURTHER TO CORRESPONDING CLAUSE OF GCC)

- 6.1 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:
- (a) @ 2.5% of annualized contract value (inclusive of all taxes) to be submitted against awarded Contract
 - (b) @ 2.5% of annualized order value (inclusive of all taxes) to be submitted against each subsequently issued Purchase Order (PO)
- 6.2 The CPBG shall be kept valid for 90 days beyond the contract/defect liability/warranty period, whichever later.
- 6.3 All bank guarantees shall also have minimum 30 days' claim period beyond BG expiry date.
- 6.4 The CPBG shall be released after 90 days beyond the contract/defect liability/warranty period, whichever later.
- 6.5 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.
- 6.6 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- 6.7 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.
- 6.8 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.
- 6.9 The CPBG shall contain the following details;
- a. Claim period 30 days more than the validity of the CPBG
 - b. Address of Bank (Issuing Branch as well as Delhi Local Operative Branch)
 - c. Contact Person name (Issuing Branch as well as Delhi Branch)
 - d. Telephone Numbers of contact persons of bank (Issuing Branch as well as Delhi Branch)
 - e. Email address of contact persons of bank (Issuing Branch as well as Delhi Branch).

7.0 PRICE REDUCTION SCHEDULE (PRS)

(CORRESPONDING CLAUSE OF GCC IS MODIFIED AS BELOW)

- 7.1 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.
- 7.2 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:
- 7.3 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.
- 7.4 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%.

- 7.5 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.

8.0 PENALTY

- 8.1 Under no circumstances, cash payment should be collected. Any deviation of this policy of payment by cheque/DD will attract a minimum penalty of Rs. 10,000/- per incidence in addition to recovery of cash collected.
- 8.2 On receipt of any complaint regarding misbehaviour / fraudulent act / misrepresentation of facts / theft / any other conduct by the persons employed by the vendor, which brings disrepute to the image of IGL, the contractor will replace such person immediately with a substitute. In this scenario, a penalty of Rs.1000 may be levied on the contractor per incident.
- 8.3 Any act of mischief or misdeed in collection of security amount like cash collection, forgery of cheques by the representatives of vendor shall be responsibility of vendor. If any person found to be involved in such mischief or misdeed, immediate action has to be taken from the vendor side against the person, including lodging complaint/FIR at the respective Police Station.
- 8.4 In case of any misplacement of customer's cheque/registration documents by the manpower engaged, a penalty of Rs 1000/- per incident shall be levied and if such negligence is observed on frequent basis, the services of contractor can be terminated without any notice.
- 8.5 Vendor shall maintain the sufficient bench strength so that replacement/new Joining of manpower can be provided within 07 days from the date of requirement. In case of any delay, EIC/Zonal Acquisition Incharge may levy a penalty of Rs 1000/- per day per person.
- 8.6 The engaged manpower / field team will be smartly dressed / presentable and carry identity cards / authorization letters on door-to-door visits and PNG Acquisition camps (ID cards to be vetted by IGL PNG Acquisition officer). The contractor shall get the Police Verification done for all the staff deployed by them. In case of non-compliance suitable penalty needs to be deducted.
- 8.7 The contractor shall be held fully responsible in case of any issue arising out of incomplete / improper documentation of the customer and shall indemnify IGL towards any expenses / consequences on this account. Any such default may attract a minimum penalty of Rs 500 per case.
- 8.8 In case of non-compliance of statutory provisions penalty will be imposed by the owner as detailed below:
- For contractor's failure to submit PF challans of previous month along with the bills during the validity of the contract, Owner shall deduct 5% (Five percent) of payable amount from the contractor's running bill and retain the same as a deposit. Such retained amount shall be refunded to contractor on production of PF challan/ receipt in subsequent month. In case of non-submission of challans for a particular month, the withheld amount will be deducted at the time of Final Bill for PO Closure.
 - Delay of more than 45 days from the date of work order in obtaining / submitting ESIC/WC/required insurance cover or taken for shorter duration will result into penalty of Rs. 5000/- per week or part thereof over and above the amount considered reasonable in lieu of/equivalent to insurance contribution shall be imposed for that particular month.
 - Contractor shall make payment to his employees through bank transfer and submit monthly bank statement to IGL. A penalty of Rs. 5000/- per month shall be levied for non-compliance up to three months. Beyond 3 months IGL reserve the right to terminate the contract.
 - CPBG Penalty Clause: - Contractor has to submit CPBG as per terms of contract within 21 days from the date of contract / Purchase Order. For any delay beyond 21 days in submitting CPBG of requisite amount as well as timely extension of value and / or time period shall attract a penalty of Rs. 5000/- per week or part there

Note: The penalties for non-compliance indicated above are for the purpose of deterrent to the contractor and in no way compensation for non-compliance. It is sole responsibility of the contractor to comply with all the statutory obligations pertaining to minimum wages, PF, ESI and any other agencies. Contractor will be liable for any legal action, penalty, interest etc. as may be decided by relevant Govt. authorities under the prevailing statutory provision. Contractor has to indemnify IGL all the time as the principal employer for compliance of statutory compliance at his end. In case IGL is required to pay any amount or face legal action on behalf of the contractor, the same shall be recovered from contractor

9.0 TAXES & DUTIES

- 9.1 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.
- 9.2 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.

10.0 DURATION OF CONTRACT & DELIVERY PERIOD

- 10.1 Refer IFB Clause No. 3 THE PRESENT REQUIREMENT is to provide manpower for various PNG acquisition activities as per details furnished in this bid document.
- 10.2 The entire scope of work under this tender has been divided into 4 Groups as follows:

Groups	Geographical Area
Group - A	Delhi
Group - B	Uttar Pradesh
Group - C	Haryana
Group - D	Rajasthan

- 10.3 The vendor shall be paid as per minimum wages decided by Central Government - for employees employed in construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipe lines.
- 10.4 Following minimum wages have been considered as per details given below:

Groups	State	Geographical Area	Wage Category as per Central Govt.
A	Delhi	Delhi	City A
B	Uttar Pradesh	Noida, Gr, Noida, Ghaziabad	City A
		Muzaffarnagar, Kanpur and Banda	City C
C	Haryana	Gurugram	City A
		Karnal, Kaithal, Rewari	City C
D	Rajasthan	Ajmer	City B
		Pali & Rajsamand	City C

- 10.5 For detailed scope, refer section Section-V Scope of Work of tender document.

10.6 DURATION OF CONTRACT.

11.0 TERMS OF PAYMENTS

(FURTHER TO CORRESPONDING CLAUSE OF GCC)

- 11.1 Payment shall be released on monthly basis in respect of items of schedule of rates subject to certification of bills by Engineer in Charge (EIC). TDS or any other deduction if applicable during the currency of contract shall be deducted on monthly basis against each bill.

12.0 ALTERATION IN SPECIFICATION, DESIGN AND EXTRA WORKS

- 12.1 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that

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

12.2 For Item Rate Contract

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

13.0 ENGINEER-IN-CHARGE

13.1 The EIC for tender shall be Head (Projects).

14.0 CONTRACTOR OBLIGATIONS UNDER THE LABOUR LAWS

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

14.2 Note: The above Acts are only illustrative and not exhaustive.

15.0 THE ENGINEER-IN-CHARGE SHALL HAVE POWER TO

15.1 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.

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

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

16.0 OTHER AGENCIES AT SITE

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

17.0 TERMINATION FOR PURCHASER'S CONVENIENCE

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

18.0 PAYMENT IF THE CONTRACT IS TERMINATED

- 18.1 If the CONTRACT shall be terminated as per Bid pursuant to clause of GCC, the CONTRACTOR shall be paid by the PURCHASER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

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

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

- (c) Any and all completed works.

Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

19.0 NO WAIVER OF RIGHTS

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

20.0 GROUP ACCIDENT POLICY

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

- (a) Field Executive : Rs. 5 lacs/ resource
- (b) Backend Staff : Rs. 5 lacs/resource
- (c) Supervisor : Rs. 5 lacs/resource

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

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

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

- 21.1 CONTRACTOR shall be responsible for making good to the satisfaction of the PURCHASER any loss or any damage to structures and properties belonging to the PURCHASER or being executed or procured or being procured by the PURCHASER or of other agencies within in the premises of all the work of the PURCHASER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.
- 21.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the PURCHASER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the PURCHASER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the PURCHASER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lac for single accident and limited to Rupees Ten lacs.
- 21.3 The CONTRACTOR shall indemnify and keep the PURCHASER harmless of all claims for damages to property other than PURCHASER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

22.0 SUB-LETTING OF CONTRACT

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

23.0 EMPLOYMENT LIABILITY OF CONTRACTOR

- 23.1 The Contractor shall indemnify Purchaser & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Purchaser shall have no responsibility towards them.
- 23.2 The Contractor shall be directly responsible and indemnify the Purchaser against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 23.3 The Contractor shall indemnify the Purchaser against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 23.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

24.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 24.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.
- 24.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer-In- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Purchaser or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in

connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

- 24.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Purchaser of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Purchaser on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.
- 24.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labor and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

25.0 RESPONSIBILITIES /OBLIGATIONS OF THE CONTRACTOR

- 25.1 The contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates as & when required as per direction of Engineer-in-Charge.
- 25.2 During the entire period of the contract, any resource deployed by a contractor as per SOR in this tender shall NOT be deployed for any of IGL's other tender in any circumstances.
- 25.3 IGL reserves the right to interview the contractor's resources before approving their deployment for IGL's work and any resource may be demobilized anytime at 01-day notice without assigning reasons thereof.
- 25.4 The agency can be made to install any application as per instructions by IGL in all the android phones for reporting of the incidents and asset management or any other purpose as per IGL's discretion.
- 25.5 The rates to be quoted must include reliever charges ,i.e., the rates must be for 30/31 days of the month.
- 25.6 It is advisable to the bidder to visit all the geographical locations of IGL in all the states of operation, and get himself acquainted with the same and use this information while bidding.
- 25.7 IGL reserves the right to deduct any penalty from RA Bill if there is any shortfall in the service provided by the agency at the discretion of EIC.

26.0 OTHERS IMPORTANT TERMS & CONDITIONS

- 26.1 Contractor has to ensure the safety of man and machine at IGL installation all the times. Damages of equipment due to negligence of contractor's manpower, will be recovered as per the decision of Engineer in-Charge, which will be final and binding on the contractor.
- 26.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by IGL will be strictly adhered to by the contractor.
- 26.3 The contractor shall obtain relevant Labour Licenses, PF Number, ESI Code, and any other statutory document required for the smooth operation of the services and submission of necessary documentary proof in this regard at its own cost.
- 26.4 The Client shall have the right to have any security personnel removed that is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any guard with prior intimation to the owner, emergencies exempted.
- 26.5 The contractor shall be responsible for his resources deployed for IGL and indemnify the Company against all charges, claims/dues etc. arising out of disputes relating to dues and employment of personnel deployed by him. Further, the Contractor shall indemnify the Company against all losses or damages caused to it on account of acts and/or omissions of the personnel deployed by the OPERATOR.
- 26.6 The Contractor shall indemnify the Company for all the expenses, penalties, fines, damages (including legal expenses) for any dispute/ requirement regarding the responsibility for employees under any law, policy,

notification, guidelines, circular or any requirement in respect of employees benefit in force in India. All proceedings, civil or criminal, arising out of or due to non-compliance with such statutory obligations shall be defended by the Contractor. This is without prejudice to the Company's right to recover damages incurred by it through Court of Law. Without prejudice to above and Notwithstanding any other provision contained herein, the Contractor shall be fully liable to pay damages in respect of any direct, verifiable loss or damages suffered by the Client as a result of any material breach by the Contractor of its contractual obligations in connection with the provision of manpower Services.

- 26.7 The agency shall take full care of the welfare of its personnel. In case of any accidents / mishap while on duty or on the way to discharge his duty, the agency shall take immediate action to provide all financial and medical help to the injured or victim.
- 26.8 The agency has to disburse wages/salary along with pay slip to every Personnel on or before 07th date of each month through bank transfer to saving bank accounts of individual employee or salary cards issued to the employees through any reputed bank. The agency must submit bank statement in either case.
- 26.9 The personnel deployed should not to be under the influence of drugs / alcohol during duty hours.
- 26.10 Adequate high availability of application at all levels across all systems to be ensured by contractor.
- 26.11 Every personnel shall avail weekly off/holiday. On such occasion, the agency must have adequate number of relievers.
- 26.12 The service provider must ensure that payment for leave, overtime, bonus, etc is as per the minimum wages and labour rules applicable in the state of operation.

27.0 STATUTORY APPROVALS

- 27.1 The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actuals by the Owner to the Contractors on production of documentary evidence.
- 27.2 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.
- 27.3 The private agency must have valid PSARA license to operate in Delhi, Uttar Pradesh and Haryana & Rajasthan. In case the successful bidder's PSARA license gets expired in the middle of the contract, he should get the license renewed within a period of one month, failing which a penalty of Rs 5,000 per month per state shall be levied on the contractor in his RA bills.
- (a) The Contractor shall be governed by the provisions of various Labour Laws like the Contract Labour (R&A) Act, 1970, Employees' Provident Funds & Misc. Provisions Act, 1952, Factories Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Maternity Act, 1961, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Minimum Wages Act, 1948, Payment of Wages Act, 1936, ESI Act 1948 etc. and any other Law/Legislation which may be applicable from time to time.
- (b) Bidder shall ensure that the quoted rates are not less than the minimum wages prescribed by the Central Govt. under the Minimum Wages Act, failing which bids will be rejected.

28.0 STATUTORY COMPLIANCE

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

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

- 28.2 On termination of contract, contractor must issue the employment certificates to engaged contractual employees along with full and final settlement payment. Copy of the same will be submitted to IGL.
- 28.3 Valid Identity Cards (ID card) must be issued by contractor to their employees and all contractual employees will wear ID cards during rendering of services at IGL.
- 28.4 Apart from ESIC/Group Mediciclaim Insurance as applicable. The service provider shall be required to take GPA Policy for ensuring coverage of minimum Rs.10L for each security resource deployed by the contractor in this contract.
- 28.5 All documents which are required for processing of bill must be duly signed and stamped by contractor.

EPF & MP Act 1952

- 28.6 Contractor's establishment must be registered under the Employees Provident Fund and miscellaneous Act. Any exempted employee under EPF & MP Act should not be deputed at IGL.
- 28.7 Wage Rate (Basic +VDA) for contractual employees for the PF contribution will not be less than prevailing minimum wage rate as applicable in NCT of Delhi as per tender.

ESI Act/ Employee Compensation Act

- 28.8 Contractor's establishment must be registered under the Employees State Insurance Act.
- 28.9 Contractual employees who are drawing wages up to Rs.21,000/- per month through' contractor shall be covered under ESI Act or employee who are not covered under ESI must be covered under EC Act and group mediclaim policy.
- 28.10 Every contractual employee who is covered under ESI must have ESI Identity Card during serving hours.
- 28.11 Benefit for contractual employees under ESI Act must be ensured by contractor.

Bonus/Leaves/Minimum wage rate/payment of wages

- 28.12 Applicable bonus for eligible employees should be disbursed monthly basis as per provision under Bonus Act. Part payment of bonus in advance may be paid if desired by workers.
- 28.13 Minimum Wage (Basic + VDA) rate prevailing in respective states shall not be split by contractor.
- 28.14 Payment of wages/salary must be disbursed by contractor on or before the 7th day of following month through bank transfer. Consent for bank transaction should be taken by contractor and to be kept in record.
- 28.15 On termination of contract, contractor shall pay immediately all dues in lieu of payable minimum bonus as per contract, earned leaves, unpaid earned wages through full and final settlement by contractor. Copy of the full and final settlement will also be submitted to IGL.
- 28.16 **Note: Documentary proof from Contractor to be attached with Invoice /Bill (This certificate must be on letter head of contractor duly signed by contractor only)**
- 28.17 Bidder shall ensure that the quoted rates are not less than the minimum wages prescribed by the respective states under the Minimum Wages Act for skilled, Semi skilled & Graduate category. For any category not covered under Minimum Wages Act, the wages can't be less than the prescribed for skilled category / Graduate and above category, as the case may be. It is to be clarified that basic wage can't be less than minimum wage and must not be bifurcated for calculation of EPF and other statutory contribution. Basic salary must not be less than prevailing minimum wage rate.
- 28.18 ESI contribution made for contractors employees/personnel deployed at IGL site(s). In case of any or all such persons do not fall under ESIC provision, the declaration for the same shall be submitted to IGL on contractor letterhead. In such a case, all such persons must be covered under Employee Compensation (EC) act. No person without having an insurance coverage in the form of WC/ESI will be allowed to work at IGL site(s).

29.0 PRICE VARIATION CLAUSE

The quoted rates shall be revised to the extent of revision in minimum wages only of respective category of manpower resource from time to time during validity of contract. The variation in the unit rate will be limited to the extent of variation in minimum wages of resource based on the pre-estimated minimum manpower as and when notified by central government. The revision shall be applicable on basic wages and other statutory

components dependent on basic wages only (i.e. PF, ESI, bonus and leave cost) as per salary breakup structure provided in tender. Special Allowance, Admin charges, profit & overheads, service charges, etc. provided in the breakup or quoted by the bidder (in INR) at the time of tendering shall remain fixed throughout the validity of the contract irrespective of revision in minimum wages.

30.0 DOCUMENT PRECEDENCE

30.1 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

31.0 INSPECTION AND REJECTION OF GOODS BY CONSIGNEE

31.1 When goods are rejected by consignee, the supplier shall be intimated promptly with the details of such rejected goods with reasons, also giving locations where such goods are lying at the risk and cost of the party. The party will be called upon either to remove the goods or to give instructions to its disposal within 14 days and in case of dangerous and perishable goods within 48 hours failing which the consignee will return the goods to the party on freight to pay or dispose it at the site on contractor's risk and cost. The purchaser shall be entitled to recover handling and storage charges for the period during which the rejected goods are not removed @ 5% of the value of goods for each month or part of a month till the rejected goods are finally disposed off

32.0 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.

33.0 TENDERS NOT IN PRESCRIBED FORMS

33.1 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.

34.0 TENDERS NOT CONFIRMING TO SPECIFICATIONS

34.1 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

35.0 CONTRACTOR SAFETY MANUAL

35.1 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.

36.0 REPEAT ORDER

GCC clause 50.0 is modified as below:

36.1 Not Applicable

37.0 VARIATION IN QUANTITY AT THE TIME OF ORDERING

37.1 Buyer may increase the quantity on order an additional quantity of 25%, at the quoted rate. Rate(s) quoted by bidder shall remain valid and binding for this variation in quantities.

38.0 TRANSIT RISK INSURANCE

38.1 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

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 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.

42.0 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.

42.1 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.

43.0 FORCE MAJEURE

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

43.1 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.

44.0 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.

45.0 STATUTORY APPROVALS

- 45.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.
- 45.2 The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However, Owner will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.
- 45.3 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

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>.

SECTION V

SCOPE OF WORK

1.0 SCOPE OF WORK

Vendor shall provide manpower for various PNG acquisition activities as per the below manpower distribution table:

1.1 Field staff (Intermediate and above) will be involved in following activities:

- (a) Will contact the potential PNG Domestic customers. The field executives will also maintain individual response of all such customers contacted so that the proper record is available with IGL for all reference.
- (b) Will seek customer urgent form pickup cases received at IGL office, seeking details of customers required before move-in, handling cases wherein customer wants refund prior to connection, carrying out preliminary surveys of target areas.
- (c) Will conduct joint surveys with PMCs for exploring the possibility to extend PNG network in target areas.
- (d) The executives may be asked to carry out the technical feasibility survey of the premises of customer as and when required.
- (e) As per situation, may Organise camps at high foot fall places viz. Exhibitions / Cultural festivals/ Public gatherings etc under direct supervision of Zonal PNG Acquisition Officer / GA Head.

1.2 Staff for Back end operations: (Graduate and above) Backend operator will work on the Excel/CRM and SAP system and ensure entry of forms (collected by field executives & PNG control room staff). Also, will ensure submission of cheques for banking after the feasibility is passed by control room. Proper documentation is to be done as per the format provided by IGL.

1.3 Zonal Supervisors: (Graduate and above) These coordinators will coordinate all the afore-mentioned activities efficiently on daily basis. Each Zonal Coordinator/ Supervisor will manage working of their respective field teams. Will ensure the timely reporting & daily target to be achieved by teams, submission of the attendance and reimbursements of team, submission of forms collected by team for initiating registration process, submission of reports to zonal marketing officer as per the format provided by IGL.

2.0 UNIFORM/CONVEYANCE FOR FIELD EXECUTIVES/BACKEND EXECUTIVES/SUPERVISOR:

- 2.1 Uniform consist of 04 T-Shirts, 01 Cap, 01 Backpack Bag & 1 Winter Wear (with IGL Branding) shall be provided by the vendor, to all the manpower each year. Initially 02 T-shirt shall be given to manpower and after 06 months 02 T-shirt shall be handed over to manpower. Winter wear shall be provided to manpower latest by 15th November of that particular year.
- 2.2 In case any employee leaves and new employee joins, new uniform to be provided to him by vendor. The uniform quality, design and colour strictly needs to be approved by EIC.
- 2.3 The cost of uniform will be borne by the Agency and the responsibility to ensure the uniform is neat and presentable will also be that of the agency.
- 2.4 The bidder shall ensure that all the workforce deployed wear uniform while on duty.
- 2.5 All the manpower deployed on field should have their personal conveyance (Motor Bike/Scooter).

SOP for Door to Door Team (PNG Acquisition)		
S.No.	Particular	Responsibilities Description / Action taken
1	Field Supervisor	Manpower deployed in field shall be in proper uniform along with ID cards
		Ensure adequate manpower working on field in respective zone and timely collection and submission of forms in backend offices
		Ensure Checking of compliances and preparing reports/MIS

INDRAPRASTHA GAS LTD.		SCOPE OF WORK (SOW)	IGL/ET2/CP/CP18547
		Resolve all the customer complaints/queries related to field	
		Ensure to achieve the daily/fortnightly/Monthly target provided by zonal in charge	
		In case of poor performance: 1st warning shall be issued within 15 days 2nd warning shall be issued in next 15 Days Post 2nd warning email to Vendor for termination and replacement	
2	Field Executive	Ensure to achieve the daily/fortnightly/Monthly target provided by Supervisor/zonal in charge, submit all the documents collected from field to IGL Within 48 hours	
		Maintain the record of all field visits/tele calling through Field mobility application/diary	
		Maintain Discipline, proper uniform, ID cards and Decorum with customers as well as with team. Zero tolerance against misbehaviour with customers.	
		Resolve all the customer complaints/queries related to field	
		In case of poor performance: 1st warning shall be issued within 07 days 2nd warning shall be issued in next 07 Days Post 2nd warning email to Vendor for termination and replacement (Note - In case of behaviour issue termination letter shall be issued on immediate basis)	
3	Backend Operator	KYC docs shall be checked properly for all forms received from the field	
		Ensure no pendency in BP/Lead Creation against the yesterday's forms received from the field and avoid clerical error.	
		Ensure banking towards feasible cases shall be done on daily basis, Also maintain the record of Cheque bounced and non-feasible cases and share the same with concerned zonal in charges	
		Ensure Checking of compliances related to documentation and preparing reports/MIS	
		In case of poor performance: 1st warning shall be issued within 15 days 2nd warning shall be issued in next 15 Days Post 2nd warning email to Vendor for termination and replacement	

3.0 SMART PHONE SPECIFICATION:

- 3.1 As Field Mobility App has been developed for monitoring the field/backend activities, accordingly all manpower need to have smart phones/tablets to register the new customer for PNG connection through mobile application.
- 3.2 All the manpower deployed by vendor should have a smartphone with following specification:
- 8GB RAM.
 - 5.3 inch Screen (minimum).
 - 4G/5G (2300 MHz) Connectivity
 - 20 MP+ Back Camera.
 - 10 MP+ Front Camera.
 - Latest Android/IOS Version

4.0 INCENTIVE BASED UPON PERFORMANCE:

Incentive slabs for Field Executives/supervisor:

Incentive - For Field Executives			
S.No	Number of Forms/ Equivalent work	Rate per forms (in Rs/-)	Maximum Amount (In Rs./)
1	1 - 100	0	0
2	101 - 140	20	800
3	141 - 180	50	2000
4	181 - 220	80	3200
Total Amount			6000
Incentive - For Supervisors			
S.No	Average Registration	Rate per forms (in Rs/-)	Maximum Amount (In Rs./)
1	1 - 100	0	0
2	101 - 140	20	800
3	141 - 180	50	2000
4	181 - 220	80	3200
Total Amount			6000

- *Equivalent work – KYC visit for move pending cases/NG pending cases etc shall be consider in place of registration forms on discretion of IGL Zonal Incharge.
- ** (Average Registration= Total registration collected by team working under supervisor/ count of team strength).

5.0 STATUTORY COMPLIANCES:

Vendor must ensure to pay the Bonus and leave pay amount to individual executive on monthly basis. IGL will reimburse the amount on production of payment proof.

6.0 WAGE STRUCTURE

6.1 For Delhi

6.2 For Uttar Pradesh

6.3 For Haryana

6.4 For Rajasthan

6.5 Note for wage Structure:

- (a) The changes occurring in notified minimum wages during the tenure of the contract shall be incorporated and wage structure shall be amended accordingly. The same shall be passed on to the successful bidders on submission of proof of disbursement to the deployed resources.
- (b) Notwithstanding the point no. 1, any Service charges, Admin Charges, Profit/Overheads, Special Allowances will be fixed throughout the tenure of the contract.
- (c) Any changes occurring in minimum wages during the tenure of contract thereby leading to exclusion of deployed resources from ESI domain shall be taken care of by the contractor by taking
- (d) Group Medclaim Insurance for its deployed resources with minimum coverage of insurance amount RS. 5 Lacs for each resource.
- (e) Apart from ESIC/Group Medclaim Insurance as applicable. The service provider shall be required to take GPA Policy for ensuring coverage of minimum Rs. 5 Lacs for each resource deployed by the contractor in this contract.

SECTION VI

SCHEDULE OF RATES

(Format of the SOR is provided below, the same is for reference purpose only. The bidders must quote in the SOR excel provided on the e-tendering portal in the prescribed format only)

INDRAPRASTHA GAS LTD.	SCHEDULE OF RATES (SOR)	IGL/ET2/CP/CP18547
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PRICED SCHEDULE OF RATES (SOR)
Group-A: Delhi

Name of Bidder				
Bid Currency				INR
Wages/Salary structure for Manpower				City - A Central Wages (Skilled/Clerical)
S.No	Particulars	Notes	Calculation	FE/ Backend staff / Supervisor
A	Basic plus VDA			25,506.00
B	PF (Incl. EDLI & Admn. Charges)	Applicable with a ceiling of Basic of Rs. 15,000	13% of A or 1950, whichever lower	1,950.00
C	ESI / [GPA (Rs. 5 Lakh) + GMI (Rs. 5 Lakhs)]		3.25% of A	828.95
D	Bonus	Shall be reimbursed on monthly basis on production of payment proof	8.33% of A	2,124.65
E	Leave Pay		7.4% of A	1,887.44
F	Total Gross Salary Salary portion shall be disbursed as quoted depending on minimum wages circulated time to time by Governement and has to be disbursed to concerned manpower. While claiming, relevant proof shall be attached with the invoice.		A+B+C+D+E	32,297.04
G	All administrative expenses operational expenses, Uniform, labour license etc, motorcycle/scooter, smartphones etc. as specified in scope of work.	(Considered as 3% of F, this amount shall remain fixed for entire contract duration)	3% of F	968.91

INDRAPRASTHA GAS LTD.		SCHEDULE OF RATES (SOR)	IGL/ET2/CP/CP18547	
H	Contractor's Profit and Margin & Any additional expense towards meeting statutory compliances	To be quoted by the bidder in absolute value. Shall remain fixed for entire contract duration		
I	Total amount per man-month (excl. GST and incentive)		F+G+H	Fill Bidder Name above
J	*Incentive based upon performance (Details are covered in scope of work)	Variable (Paid to executives on actual basis, and same will be paid to vendor)		6,000.00
K	Total amount per man-month (excl. GST)		I+J	Fill Bidder Name above
L	No. of Executives in a Month (First year of Contract)			72
M	No. of Executives in a Month (Second year of Contract)			70
N	No. of Manmonths in Two Years		$(L+M)*12$	1704
O	Total Amount for 02 Years (Excluding GST)		K*N	Fill Bidder Name above
P	HSN/SAC Code			
Q	GST Rate (%)			
R	Total Amount for 02 Years (Including GST)			Fill Bidder Name above

INDRAPRASTHA GAS LTD.	SCHEDULE OF RATES (SOR)	IGL/ET2/CP/CP18547
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PRICED SCHEDULE OF RATES (SOR)
Group-B: Uttar Pradesh

Name of Bidder					
Bid Currency				INR	
Wages/Salary structure for Manpower				Noida, Gr, Noida, Ghaziabad City - A Central Wages (Skilled/Clerical)	Muzzafarnagar, Kanpur and Banda GA City - C Central Wages (Skilled/Clerical)
S.No	Particulars	Notes	Calculation	FE/ Backend staff / Supervisor	
A	Basic plus VDA			25,506.00	19,760.00
B	PF (Incl. EDLI & Admn. Charges)	Applicable with a ceiling of Basic of Rs. 15,000	13% of A or 1950, whichever lower	1,950.00	1,950.00
C	ESI / [GPA (Rs. 5 Lakh) + GMI (Rs. 5 Lakhs)]		3.25% of A	828.95	642.20
D	Bonus	Shall be reimbursed on monthly basis on production of payment proof	8.33% of A	2,124.65	1,646.01
E	Leave Pay		7.4% of A	1,887.44	1,462.24
F	Total Gross Salary Salary portion shall be disbursed as quoted depending on minimum wages circulated time to time by Governement and has to be disbursed to concerned manpower. While claiming, relevant proof shall be attached with the invoice.		A+B+C+D+E	32,297.04	25,460.45
G	All administrative expenses operational expenses, Uniform, labour license etc, motorcycle/scooter, smartphones etc. as specified in scope of work.	(Considered as 3% of F, this amount shall remain fixed for entire contract duration)	3% of F	968.91	763.81

INDRAPRASTHA GAS LTD.		SCHEDULE OF RATES (SOR)		IGL/ET2/CP/CP18547	
H	Contractor's Profit and Margin & Any additional expense towards meeting statutory compliances	To be quoted by the bidder in absolute value. Shall remain fixed for entire contract duration			
I	Total amount per man-month (excl. GST and incentive)		F+G+H	Fill Bidder Name above	Fill Bidder Name above
J	*Incentive based upon performance (Details are covered in scope of work)	Variable (Paid to executives on actual basis, and same will be paid to vendor)		6,000.00	6,000.00
K	Total amount per man-month (excl. GST)		I+J	Fill Bidder Name above	Fill Bidder Name above
L	No. of Executives in a Month (First year of Contract)			34	20
M	No. of Executives in a Month (Second year of Contract)			24	22
N	No. of Manmonths in Two Years		(L+M)*12	696	504
O	Total Amount for 02 Years (Excluding GST)		K*N	Fill Bidder Name above	Fill Bidder Name above
P	HSN/SAC Code				
Q	GST Rate (%)				
R	Total Amount for 02 Years (Including GST)			Fill Bidder Name above	

INDRAPRASTHA GAS LTD.	SCHEDULE OF RATES (SOR)	IGL/ET2/CP/CP18547
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PRICED SCHEDULE OF RATES (SOR)
Group-C: Haryana

Name of Bidder					
Bid Currency				INR	
Wages/Salary structure for Manpower				Gurugram City - A Central Wages (Skilled/Clerical)	Karnal, Kaithal, Rewari City - C Central Wages (Skilled/Clerical)
S.No	Particulars	Notes	Calculation	FE/ Backend staff / Supervisor	
A	Basic plus VDA			25,506.00	19,760.00
B	PF (Incl. EDLI & Admn. Charges)	Applicable with a ceiling of Basic of Rs. 15,000	13% of A or 1950, whichever lower	1,950.00	1,950.00
C	ESI / [GPA (Rs. 5 Lakh) + GMI (Rs. 5 Lakhs)]		3.25% of A	828.95	642.20
D	Bonus	Shall be reimbursed on monthly basis on production of payment proof	8.33% of A	2,124.65	1,646.01
E	Leave Pay		7.4% of A	1,887.44	1,462.24
F	Total Gross Salary Salary portion shall be disbursed as quoted depending on minimum wages circulated time to time by Government and has to be disbursed to concerned manpower. While claiming, relevant proof shall be attached with the invoice.		A+B+C+D+E	32,297.04	25,460.45
G	All administrative expenses operational expenses, Uniform, labour license etc, motorcycle/scooter, smartphones etc. as specified in scope of work.	(Considered as 3% of F, this amount shall remain fixed for entire contract duration)	3% of F	968.91	763.81

INDRAPRASTHA GAS LTD.		SCHEDULE OF RATES (SOR)		IGL/ET2/CP/CP18547	
H	Contractor's Profit and Margin & Any additional expense towards meeting statutory compliances	To be quoted by the bidder in absolute value. Shall remain fixed for entire contract duration			
I	Total amount per man-month (excl. GST and incentive)		F+G+H	Fill Bidder Name above	Fill Bidder Name above
J	*Incentive based upon performance (Details are covered in scope of work)	Variable (Paid to executives on actual basis, and same will be paid to vendor)		6,000.00	6,000.00
K	Total amount per man-month (excl. GST)		I+J	Fill Bidder Name above	Fill Bidder Name above
L	No. of Executives in a Month (First year of Contract)			2	6
M	No. of Executives in a Month (Second year of Contract)			2	10
N	No. of Manmonths in Two Years		$(L+M)*12$	48	192
O	Total Amount for 02 Years (Excluding GST)		K*N	Fill Bidder Name above	Fill Bidder Name above
P	HSN/SAC Code				
Q	GST Rate (%)				
R	Total Amount for 02 Years (Including GST)			Fill Bidder Name above	

INDRAPRASTHA GAS LTD.	SCHEDULE OF RATES (SOR)	IGL/ET2/CP/CP18547
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PRICED SCHEDULE OF RATES (SOR)
Group-D: Rajasthan

Name of Bidder					
Bid Currency				INR	
Wages/Salary structure for Manpower				Ajmer City - B Central Wages (Skilled/Clerical)	Pali & Rajsamand City - C Central Wages (Skilled/Clerical)
S.No	Particulars	Notes	Calculation	FE/ Backend staff / Supervisor	
A	Basic plus VDA			23,218.00	19,760.00
B	PF (Incl. EDLI & Admn. Charges)	Applicable with a ceiling of Basic of Rs. 15,000	13% of A or 1950, whichever lower	1,950.00	1,950.00
C	ESI / [GPA (Rs. 5 Lakh) + GMI (Rs. 5 Lakhs)]		3.25% of A	754.59	642.20
D	Bonus	Shall be reimbursed on monthly basis on production of payment proof	8.33% of A	1,934.06	1,646.01
E	Leave Pay		7.4% of A	1,718.13	1,462.24
F	Total Gross Salary Salary portion shall be disbursed as quoted depending on minimum wages circulated time to time by Government and has to be disbursed to concerned manpower. While claiming, relevant proof shall be attached with the invoice.		A+B+C+D+E	29,574.78	25,460.45
G	All administrative expenses operational expenses, Uniform, labour license etc, motorcycle/scooter, smartphones etc. as specified in scope of work.	(Considered as 3% of F, this amount shall remain fixed for entire contract duration)	3% of F	887.24	763.81

INDRAPRASTHA GAS LTD.		SCHEDULE OF RATES (SOR)		IGL/ET2/CP/CP18547	
H	Contractor's Profit and Margin & Any additional expense towards meeting statutory compliances	To be quoted by the bidder in absolute value. Shall remain fixed for entire contract duration			
I	Total amount per man-month (excl. GST and incentive)		F+G+H	Fill Bidder Name above	Fill Bidder Name above
J	*Incentive based upon performance (Details are covered in scope of work)	Variable (Paid to executives on actual basis, and same will be paid to vendor)		6,000.00	6,000.00
K	Total amount per man-month (excl. GST)		I+J	Fill Bidder Name above	Fill Bidder Name above
L	No. of Executives in a Month (First year of Contract)			15	10
M	No. of Executives in a Month (Second year of Contract)			28	17
N	No. of Manmonths in Two Years		$(L+M)*12$	516	324
O	Total Amount for 02 Years (Excluding GST)		K*N	Fill Bidder Name above	Fill Bidder Name above
P	HSN/SAC Code				
Q	GST Rate (%)				
R	Total Amount for 02 Years (Including GST)			Fill Bidder Name above	

Notes:

1. The vendor shall be paid as per minimum wages decided by Central government - for employees employed in construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipe lines
2. Price evaluation will be done on totality wise basis
3. Partial quotation of the SOR will render the bid liable for rejection.

SECTION VII

FORMS AND FORMATS

FORM 1
BIDDER'S GENERAL INFORMATION

(Information must be provided on bidder's letterhead)

1.	Vendor Name*	
2.	Date of Incorporation and Number of Years in Operation	
3.	Complete Office Address*	<div>_____</div> <div>_____</div> <div>_____</div> <div>City: _____ District: _____ PIN: _____</div> <div>State: _____ Country: _____</div>
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 Manufacturer / Dealer / Trader / Distributor / Stockist	
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 Proprietor / Partners / Directors (All directors, list may be provided separately)	
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) _____ 4. UDYAM no. _____
28.	GST registration no. (if registered)* (of the same address as provided above)	
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 authorized bid signatory)

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"

(Seal and Signature of authorized bid signatory)

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 authorized bid signatory)

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:

Date:

(Signature)

Name of Authorized Signatory

Membership No.

Encl.: As above

FORM 9
PRO FORMA FOR LETTER OF AUTHORITY

(On Bidder's letter head)

No.

Date:

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

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 authorized bid signatory)
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.

Bidder's organization name		
Sr.	Requirement	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/NA

NOTE: Bidder have to upload the Unpriced SOR provided on the e-tender portal after marking “Quoted” / “Not quoted” in place of rates, but with actual HSN/SAC codes and GST rates as quoted in Priced SOR, wherever specified.

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. 7.4 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-I of tender document in case EMD exemption availed, on bidder's letterhead duly signed and stamped by authorized bid signatory
2.	Bid Signatory POA and Board Resolution	Power of Attorney for the authorized bid signatory on non-judicial stamp paper (along with Board Resolution in case of Private or Public Limited company / Partnership Deed in case of Partnership/LLP) / Affidavit in case of Proprietorship if bid signatory is Proprietor.
3.	Form-1 with supporting docs	Form-1: Bidder's General Information as per provided format on bidder's letterhead duly signed and stamped by authorized bid signatory, along with copy of all supporting documents mentioned in the Form.
4.	Form-2 Deviation Form	Form-2: Deviation Form as per provided format on bidder's letterhead duly signed and stamped by authorized bid signatory
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 on their letterhead (with UDIN in case of Statutory Auditor)
6.	Form-5 Financial Capability Certificate	Form-5: Certificate for financial capability of the bidder as per provided format from Statutory Auditor / CA on their letterhead with UDIN. 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 on bidder's letterhead duly signed and stamped by authorized bid signatory
8.	Form-7 Tender Declaration	Form-7: Declaration of tender document acceptance as per provided format on bidder's letterhead duly signed and stamped by authorized bid signatory
9.	Form-8 Letter from Statutory Auditor/CA	Form-8: Letter from Statutory Auditor/CA as per provided format on their letterhead
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, on bidder's letterhead duly signed and stamped by authorized bid signatory
11.	Form-10 Litigation details	Form-10: Details Of Litigation, if any, on bidder's letterhead duly signed and stamped by authorized bid signatory

INDRAPRASTHA GAS LTD.	FORMS AND FORMATS	IGL/ET2/CP/CP18547
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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)

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:

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

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)

(Seal and Signature of Authorized signatory)

Name of the signatory:

Designation of the signatory:

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 _____ 2024.

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 tohaving 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.....