# INDRAPRASTHA GAS LIMITED

# EXPRESSION OF INTEREST

# FOR

# SUPPLY OF MDPE PIPE FITTINGS, VALVES AND TRANSITION FITTINGS

# TENDER DOCUMENT NO. IGL/ET2/CP/CP18921

Digitally signed by Ajitesh Kushwaha
Date: 2026.08.04 12:34:30 IST

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# SECTION I

# INVITATION FOR BID (IFB)

**EXPRESSION OF INTEREST**
**(THROUGH E-TENDERING MODE)**

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

**SUPPLY OF MDPE PIPE FITTINGS, VALVES AND TRANSITION FITTINGS**

**TENDER DOCUMENT NO. IGL/ET2/CP/CP18921**

## 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

The brief scope of work includes Manufacture, Testing, Inspection and supply of MDPE Pipe Fittings, Valves and Transition Fittings to IGL's designated stores located in NCT of Delhi, U.P., Haryana and Rajasthan. The brief details of total quantity envisaged for supply is given in below table.

| Item no. | Material Code | Material Description | Qty (Nos.) |
|---|---|---|---|
| 1 | 708112822 | BALL VALVE,63 PLAIN END | 100 |
| 2 | 708112823 | BALL VALVE,125 PLAIN END | 56 |
| 3 | 802025210 | MDPE BENDS 63 MM OD 45 DEG PE100 | 752 |
| 4 | 801025210 | MDPE BENDS 63 MM OD 90 DEG PE100 | 1352 |
| 5 | 802050010 | BEND MDPE 125 X 45 DEG PE100 | 76 |
| 6 | 801050010 | BEND MDPE 125 X 90 DEG PE100 | 156 |
| 7 | 813008010 | COUPLER MDPE 20MM OD PE100 | 2900 |
| 8 | 813012810 | COUPLER MDPE 32MM OD PE100 | 3300 |
| 9 | 813025210 | COUPLER MDPE 63MM OD PE100 | 3500 |
| 10 | 813050010 | COUPLER MDPE 125MM OD PE100 | 1052 |
| 11 | 813072010 | COUPLER MDPE 180MM PE100 | 92 |
| 12 | 814000710 | SADDLE TAPP. MDPE 32X20MM PE100 | 6252 |
| 13 | 814000110 | SADDLE TAPP. MDPE 63X20MM PE100 | 5500 |
| 14 | 814000210 | SADDLE TAPP. MDPE 63X32MM PE100 | 2600 |
| 15 | 814050010 | SADDLE TAPP. MDPE 125X32MM PE100 | 56 |
| 16 | 814000810 | SAD TAP. MDPE 125X63MM PE100 W CPLR | 96 |
| 17 | 815000510 | REDUCER MDPE 32X20 PE100 WTH CPLR | 15300 |
| 18 | 815000210 | REDUCER MDPE 63X32 PE100 WTH CPLR | 4700 |
| 19 | 815000410 | REDUCER MDPE 125X63 PE100 WTH CPLR | 132 |
| 20 | 817008010 | EQUAL TEE MDPE 20MM PE100 WITH CPLR | 3600 |
| 21 | 817012810 | EQUAL TEE MDPE 32MM PE100 WTH CPLR | 9752 |
| 22 | 817025210 | EQUAL TEE MDPE 63MM PE100 WTH CPLR | 4552 |
| 23 | 817050010 | EQUAL TEE MDPE 125MM PE100 WTH CPLR | 76 |
| 24 | 818008010 | END CAP MDPE 20MM EF END PE100 | 552 |
| 25 | 818012810 | END CAP MDPE 32MM EF END PE100 | 1800 |
| 26 | 818025210 | END CAP MDPE 63MM EF END PE100 | 1100 |
| 27 | 818050010 | END CAP MDPE 125MM EF END PE100 | 48 |
| 28 | 1011000010 | TR. FITTING PE TO SS 20MM X1/2" PE100 | 27800 |
| 29 | 1003000020 | TR. FITTING PE TO SS 32MM X 1",PE100 | 400 |

The above quantities are indicative and for evaluation purpose only. Purchase order/ Release order will be released considering consumption rate and stock position.

For detailed Scope of work and specifications, refer Technical volume II of II.

**3.0 DURATION OF CONTRACT / DELIVERY SCHEDULE**

3.1 IGL shall issue a single Purchase Order (PO) specifying the quantity to be delivered. Delivery of entire ordered qty. shall be completed within **10 weeks** from the date of issuance of PO from IGL. The delivery of all items shall be done in a single lot for the awarded quantity which can be for single/multiple locations as per IGL's requirement.

3.2 The basis of delivery shall be FOT/DAP at IGL Site/Store in Delhi-NCR, Haryana (Gurugram, Rewari, Karnal & Kaithal), UP (Ghaziabad, Greater Noida, Meerut, Muzaffarnagar, Kanpur, Banda & Chitrakoot) and Rajasthan (Pali & Ajmer). These locations are tentative and may be changed during the validity of the contract as per project requirement or change in physical locations of IGL store/site.

3.3 Applicability of PRS shall be calculated on the basis of actual material receipt date at IGL designated store/site.

**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 basis*"** and **"*Single-stage single-bid system*"** is adopted for this tender.

**5.0 DETAILS OF TENDER DOCUMENTS**

| **Tender document number** | **IGL/ET2/CP/CP18921 dated 04.08.2026** |
|---|---|
| Availability of tender document on website(s) | From 04.08.2026 to 25.08.2026 |
| Bid submission due date and | **25.08.2026 till 1430 hrs IST** |
| Bid Submission at | https://igl.ewizard.in/ |
| Techno-commercial bid opening date and time | **25.08.2026 at 1500 hrs IST** |
| Address for submission of EMD/Bid Security and for correspondence | Head (C&P and Stores)<br>C&P Department<br>Indraprastha Gas Limited<br>IGL Bhawan, 4, Community Centre, Sector-9, R. K. Puram, New Delhi 110 022, India. |
| Contact details | Telephone: +91 (11) 4607 4607<br>Email: ankush.jain@igl.co.in; ajitesh.kushwaha@igl.co.in; varun.gupta@igl.co.in; deepak.jain@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 complete with all technical details along with all other required documents including following documents:

i) EMD/Bid Security

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

iii) All Forms & Formats as per Section - VII

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

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

vi) Acceptance of Schedule of Rates (containing only the IGL offered prices without any conditions in the prescribed format only)

## 7.0 BIDDER EVALUATION CRITERIA (BEC)

7.1 Technical BEC:

(a) If the manufacturer does not sell his products directly but through his dealer/ distributor/subsidiary, then the manufacturer can authorize agency(s) to participate in which agency will be considered as a bidder. Therefore, in such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser (M/s Indraprastha Gas Limited). A latest confirmation by the manufacturer to this effect shall be submitted by the bidder along with the bid in the attached format as **Annexure-IV**.

(b) The manufacturer/supplier should have a Valid EN 1555-3/ EN 1555-4 (or relevant) conformance certification of MDPE Fittings/Valves for the items being offered.

(c) Bidder must have prior experience in supply of MDPE pipe fittings/valves directly to any city gas distribution company / Hydrocarbon entity.

(d) The Quality Assurance program of the manufacturer shall have been audited and the facility should be ISO:9001 (or equivalent) certified through any one of the authorized auditing/inspection agencies.

7.2 Financial BEC:

Not applicable (however, bidder has to mandatorily submit Audited Annual Financial Report containing Balance Sheet and Profit & Loss Statement of the last financial year).

7.3 Note:

(a) The Technical BEC may be fulfilled by the bidder on its own or through its manufacturer.

(b) The bidder must declare for each item whether he is the manufacturer or supplier, and submit **Annexure-IV** as confirmation for all items for which he is participating as the supplier.

(c) For each item, a manufacturer can authorize only one dealer/distributor, and one dealer/distributor can represent only one manufacturer for any particular item.

(d) In case of tenders having bid submission date up to 30$^{th}$ 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 year immediately prior to that. Wherever the closing date of the bid is after 30$^{th}$ September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

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:

- Valid EN 1555-3/ EN 1555-4 (or relevant) conformance certification of Fittings and Valves.
- Contract(s) / Order(s) for supply of MDPE pipe fittings/valves directly to any city gas distribution company / Hydrocarbon entity, defining the complete scope of work and Technical specifications.
- Dispatch clearance note(s) issued by Purchaser or their authorized representative / completion certificate / GRV (Goods Received Voucher) issued by Purchaser for relevant contract(s)/order(s).
- Quality Assurance program of the manufacturer (audited) and ISO:9001 (or equivalent) certification through any authorized auditing/inspection agencies
- Audited Annual Financial Reports including Balance Sheet and Profit & Loss Statements of the preceding financial year.
- Any other document required for qualification against BEC clauses.

**Note:**

- The bidder shall be required to submit the documentation and proof for above BEC requirements and IGL may at his discretion make additional checks for the same.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by them will be liable for rejection.
- IGL 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:

1. Bidders have the option to participate in one or more items.
2. All bidders who wish to be empanelled, subject to their eligibility, must submit firm and unconditional acceptance of the unit rates as offered by IGL in this tender document.
3. The unit rates offered are inclusive of the following:
   a) Ex-works price including Packing & Forwarding and TPIA charges
   b) Unit Freight including insurance, unloading and stacking at IGL site/store on FOT/DAP basis
   c) GST on finished goods and Freight
4. Split of Award: IGL reserves the right to split the total tendered qty. among more than one eligible bidders.

## 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.

Note:

1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with ITI Limited’s e-wizard website https://igl.ewizard.in/. Please also note that the bidder has to obtain digital signature + encryption token (Class III Certificates with signing and encryption combo key usage issued by any Certifying Authority recognized by CCA India with their profile) for applying in the tender and in general, activation of registration may take 24 hours’ subject to the submission of all requisite documents required in the process.

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

**10.0 BID SECURITY**

10.1 Not Applicable.

**11.0 GENERAL**

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

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

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

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

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

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

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

# SECTION II

# INSTRUCTION TO BIDDERS (ITB)

## A. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

### 1.0 REGISTRATION PROCESS ON ONLINE PORTAL

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

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

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

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

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

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

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

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

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

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

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

### 2.0 SYSTEM PREREQUISITES

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

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

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

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

### 3.0 TENDER DOCUMENTS SEARCH

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

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

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

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

3.5 Bidder has to log into the site well in advance before the sale date and time of the tender in over. IGL or ITI Limited shall not be responsible for any last minute issues regarding processing fee payment.

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 INTERPRETATIONS**

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

**9.0 SCOPE OF BID**

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

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

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

9.4 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.

**10.0 ELIGIBILITY OF BIDDERS**

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

10.2 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.

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

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

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

**11.0 ONE BID PER BIDDER**

11.1 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.

11.2 “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.

11.3 Alternative Bids shall not be considered.

11.4 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.

**12.0 SINGLE POINT RESPONSIBILITIES**

12.1 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.

**13.0 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.

**14.0 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.

**15.0 SITE VISIT**

15.1 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.

15.2 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

**16.0 CONTENTS OF TENDER DOCUMENTS**

16.1 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

16.2 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.

**17.0 EARNEST MONEY DEPOSIT / BID SECURITY**

17.1 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.

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

17.3 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.

17.4 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.

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

17.6 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.

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

17.8 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.

17.9 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



Digitally signed by Ajitesh Kushwaha
Date: 2026.08.04 12:34:30 IST

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.

17.10 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-I to be mandatorily submitted by such bidders with their MSME/NSIC certificate.**

17.11 **Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.**

## 18.0 CLARIFICATION ON TENDER DOCUMENTS

18.1 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.

## 19.0 AMENDMENT OF TENDER DOCUMENTS

19.1 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.

19.2 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.

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

19.4 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.

19.5 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

## 20.0 LANGUAGE OF BID

20.1 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.

20.2 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

**21.0 DOCUMENTS CONSTITUTING THE BID**

21.1 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.

21.2 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")

21.3 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.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

**22.0 BID PRICES**

22.1 The Prices should be quoted in INR only.

22.2 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.

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

22.4 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.

22.5 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.

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

22.7 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)

22.8 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.

**23.0 PRICE BASIS**

23.1 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).

**24.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

24.1 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.

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

(a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria stipulated in the Tender

**25.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS**

25.1 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.

25.2 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.

25.3 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.

**26.0 PERIOD OF VALIDITY OF BIDS**

26.1 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.

26.2 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.

**27.0 FORMAT AND SIGNING OF BID**

27.1 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.

27.2 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.

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

**28.0 DEVIATIONS**

28.1 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.

28.2 **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.

28.3 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

**29.0 DEADLINE FOR SUBMISSION OF BID**

29.1 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.

29.2 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.

**30.0 LATE BIDS**

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

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

30.3 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.

**31.0 MODIFICATION AND WITHDRAWAL OF BIDS**

31.1 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.

31.2 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.

31.3 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

### 32.0 BID OPENING

32.1 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.

32.2 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.

32.3 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.

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

### 33.0 CLARIFICATION OF BIDS

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

### 34.0 CONTACTING THE PURCHASER

34.1 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.

34.2 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.

### 35.0 PRELIMINARY EXAMINATION

35.1 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.

35.2 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.

35.3 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.

35.4 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.

### 36.0 REJECTION CRITERIA

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

36.2 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.

## 37.0 OPENING OF PRICE BID

37.1 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.

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

## 38.0 ARITHMETIC CORRECTIONS

38.1 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.

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

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

## 39.0 EVALUATION

39.1 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.

## 40.0 OTHER CONDITIONS RELATED TO BID EVALUATION

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

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

40.3 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.

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

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

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

40.7 In case if more than one bidder quotes the same rates, and/or for tie breaking, ranking of bidders shall be based on the turnover achieved during the preceding financial year.

## 41.0 COMPARISON OF PRICES

41.1 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.

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

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

## 42.0 POST-QUALIFICATION

42.1 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.

42.2 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.

**43.0 TENDERS NOT IN PRESCRIBED FORMS**

43.1 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.

**44.0 TENDERS NOT CONFIRMING TO SPECIFICATIONS**

44.1 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

**45.0 COMPUTATION / ARITHMETICAL ERROR**

45.1 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.

## G. AWARD

**46.0 AWARD CRITERIA**

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

**47.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD**

47.1 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.

47.2 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.

47.3 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.

**48.0 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.

**49.0 CONTRACT NEGOTIATIONS**

49.1 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.

49.2 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).

**50.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE (LOA)**

50.1 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.

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

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

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

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

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

**51.0 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.

**52.0 CORRUPT AND FRAUDULENT PRACTICES**

52.1 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;

52.2 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;

52.3 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.

52.4 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.

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

52.6 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.

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

**53.0 INCOME TAX LIABILITY**

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

**54.0 GENERAL**

54.1 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.

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

54.3 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.

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

54.5 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’ or ‘Purchase Order’ means the agreement entered into between the Purchaser / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.

(b) ‘Completion Schedule’ or ‘Delivery Schedule’ means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.

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

(d) ‘Contract Price’ means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.

(e) ‘Day’, ‘Month’ or ‘Year’ means calendar day, calendar month or calendar year.

(f) ‘EngineerIn-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 case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.

(g) ‘Effective Date’ means a date on which Supplier’s obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.

(h) ‘Goods’ means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.

(i) ‘GCC’ means the General Conditions of the Contract contained in this section.

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

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

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

(m) ‘Services’ or ‘Ancillary Services’ or ‘Works’ means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.

(n) ‘Site’ or ’Purchaser’s stores’ means the place or places named in tender document 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) ‘Supplier’ or ‘Seller’ or ‘Contractor’ or ‘Vendor’ means the individual person or firm or body corporate supplying the Goods and/or Services under the Agreement.

(q) ‘FOT’ – means that the Goods or supply items or services shall be delivered and done at site(s) warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

## 2.0 APPLICATION

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

**3.0 SUPPLIER TO INFORM**

3.1 The Supplier shall be deemed to have carefully examined all contract/ purchase order documents to his entire satisfaction. Any lack of information shall not in any way relieve the Supplier of his responsibility to fulfil his obligation under the Contract/ purchase order. Any lack of information or any errors, omissions, or discrepancies in the Contract Documents shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract, and no claims for additional time or compensation shall be entertained on such grounds.

**4.0 SCOPE OF CONTRACT**

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

4.2 Completeness of the equipment shall be the responsibility of the Seller. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being Seller's responsibility) shall be provided by Seller without any extra cost.

4.3 The Seller shall follow the best modern practices in the manufacture of high grade equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that Seller shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.

4.4 The Seller shall furnish 2 nos. copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment's to the Purchaser.

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

4.6 All dimensions and weight should be in metric system.

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

4.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

4.9 Specifications, design and drawings issued to the Seller along with RFQ/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 Seller and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the Contract and shall not disclose the same to any person, firm or corporate body, without written permission of Purchaser / Consultant. All such details shall be kept confidential.

4.10 Seller shall pack, protect, mark and arrange for despatch of equipment as per instructions given in the Contract.

**5.0 INTERPRETATION OF CONTRACT DOCUMENTS**

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

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

**6.0 COUNTRY OF ORIGIN**

6.1 For purpose of this Clause, 'origin' means the place where the Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

## 7.0 STANDARDS

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

## 8.0 CONFIDENTIALITY

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

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

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

- 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.

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

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

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

## 9.0 CONTRACT OBLIGATIONS

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

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

9.3 Any neglect or omission or failure on the part of the Supplier 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 supply" or "fulfillment of obligations related to the Goods" at the scheduled rates and times in strict accordance with the Contract.

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

## 10.0 MODIFICATION IN CONTRACT

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

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

## 11.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

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

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

## 12.0 PATENT RIGHTS

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

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

- 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. Supplier alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.

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

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

## 13.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE

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

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

13.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance Bank Guarantee (BG) shall be further 30 days beyond the validity of the BG. The Bank Guarantee will be discharged by Purchaser not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the Contract.

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

13.5 The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.

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

## 14.0 INSPECTIONS AND TESTS

14.1 The Supplier will submit to Purchaser the Quality Assurance Plan (QAP) regarding design, manufacture and testing of all the items required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Seller, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or inspect the Goods under manufacturing, beyond which the progress of the specified activity / manufacturing will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)

14.2 The Seller will inform Purchaser fifteen (15) Days in advance for readiness of material for all such identified CHP's.

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

14.4 The Purchaser or its designated Inspector shall have the right to carry out inspections and tests at any stage, including at the premises of the Supplier or its sub-suppliers, point of delivery, or final destination, without the Supplier's representative being present. If conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided by the Supplier to the inspectors at no charge to the Owner.

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

14.6 The absence of the Supplier or its representative during such inspections or tests shall not:

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

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

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

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

14.8 Should any inspected or tested Goods fail to conform to the Specifications, the Owner may reject the Goods, and the Supplier shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Purchaser.

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

14.10 Inspection & Rejection of Materials by consignees - When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the supplier freight to pay or otherwise dispose them off at the supplier's risk and cost. The Purchaser shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month till the rejected materials are finally disposed-off.

**15.0 ADDITIONAL TEST**

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

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

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

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

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

**16.0 PACKING, FORWARDING AND SHIPMENT**

16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to the Site and storage at the Site till the time of erection , as indicated in the Agreement. The packing shall be sufficient to withstand, without limitation, rough handling during transit and tropical humid conditions as exposure to extreme temperatures, salinity and precipitation during transit, and open storage. Further the size and weights of the packing cases shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

16.2 The packing, forwarding, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement, including additional requirements, if any, specified in the SCC, and in any subsequent instructions of the Purchaser.

16.3 The Supplier shall be held responsible for all damages due to improper packing

**17.0 DISPATCH INSTRUCTIONS**

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



Digitally signed by Ajitesh Kushwaha
Date: 2026.08.04 12:34:30 IST

## 18.0 DELIVERY AND DOCUMENTS

18.1 Delivery of the Goods shall be made by the Supplier in accordance with the Delivery Schedule specified in the Agreement. The details of shipping and/or other documents are to be furnished by the Supplier.

18.2 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Purchaser / Consultant. Any request concerning delay will be void unless accepted by Purchaser / Consultant through a modification to the Contract.

18.3 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser / Consultant.

18.4 In the event of delay in delivery, Price Reduction Schedule shall apply.

18.5 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

18.6 The Seller should comply with the Packing, Forwarding, and Shipping Documentation Specifications enclosed.

## 19.0 TRANSPORTATION

19.1 Where the Supplier is required under the Scope of the Contract to transport the Goods to a specified place of destination or to Site, the Supplier shall transport to such place of destination or site, as the case may be, including insurance and storage, if required. The Contract Price will include costs of all such transportation.

19.2 The Supplier shall select such carrier which could deliver the Goods in requisite time. In such case, Supplier shall be required to check (i) Age of the carrier; (ii) scheduled and actual maintenance; (iii) payment of relevant fees; (iv) pending claims, if any; (v) past accident records etc., so as to ensure safe and timely transportation of the Goods.

19.3 In case delay occurs for reasons not attributable to Purchaser alone, the Supplier shall, if directed by Purchaser, adapt a specific way of delivery of Goods (air freight or likewise) at destination, the additional cost which will be borne by the Supplier. If such specific way of delivery is required by Purchaser to pre-pone the deliveries, nevertheless, Supplier will arrange the same and difference of justified transportation charges will also be borne by the Purchaser.

19.4 Supplier has to make necessary arrangement to deliver and load/unload the Goods to IGL designated sites at his own arrangement after intimation of erection, installation, testing and commissioning by the IGL Engineer-In-charge.

## 20.0 GUARANTEE / WARRANTY

20.1 The Supplier warrants that the Goods supplied under the Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract Documents. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser’s specifications and the Supplier has given his disclaimer of warranty obligations with respect to such requirement) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of use / destination.

20.2 This warranty shall remain valid for at least twelve (12) months from the date of successful commissioning of individual equipment or eighteen (18) months after the date of last shipment whichever is earlier or as specified under the Special Conditions of Contract. However, if warranty period exceeds due to any defect observed in the equipment at site and the time taken in rectification and commissioning, the warranty will stand extended for at least another 12 months from the date of completion of rectification free of cost.

20.3 Bidder will assume responsibility for obtaining manufacturer’s warranty for all bought out items and maintain sufficient stock of spares at each site to meet urgent requirements.

20.4 After the successful completion of test run, warranty phase will start and system taking over certificate shall be issued by the Owner.

20.5 The Owner shall promptly notify the Supplier in writing of any claims arising under this warranty.

20.6 Upon receipt of such notice, the Supplier shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Purchaser, deliver at the appropriate destination. The Supplier may take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months from the date of delivery of such repaired/replaced Goods to the Purchaser, whichever is earlier.

20.7 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Agreement.

**21.0 LATENT DEFECT**

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

**22.0 PAYMENT TERMS**

22.1 The Seller's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

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

22.3 General Notes:

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

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

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

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

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

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

(g) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of tender document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the Purchaser, on account of such variation as per terms specified in the tender document, shall be passed on to the Purchaser along with invoicing itself.

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

**23.0 PRICES AND PRICE BASIS**

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

**24.0 FALL CLAUSE**

24.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent / principal / dealer, as the case may be, sells the materials of identical description to any Persons / Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

24.2 If at any time during the said period, the supplier or his agent / principal / dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons / organizations including the Purchaser or any Department Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

24.3 The above stipulation will, however, not apply to:

(a) Rate contracts awarded by IGL through open tendering

(b) Exports by the Contractor / Supplier or

(c) Sale of goods as original equipment at prices lower than the prices charged for normal replacement

(d) Sale of goods such as drugs which have expiry dates.

**25.0 ASSIGNMENT**

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

**26.0 SUB-CONTRACTING**

26.1 The Supplier shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Supplier’s bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Supplier from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, where the Supplier does not possess the necessary manufacturing capability or facilities.

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

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

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

**27.0 TIME SCHEDULE & PROGRESS REPORTING**

27.1 Time Schedule Network / Bar Chart

(a) Together with the Contract confirmation, Seller shall submit to Purchaser, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the Goods.

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

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

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

27.2 Progress Trend Chart / Monthly Report

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

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

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

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

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

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

## 28.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

28.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Delivery Schedule.

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

28.3 Except as provided under GCC Clause no. 36 – "Force Majeure" or for the reasons solely attributable to the Purchaser, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause (ii) without the application of PRS.

## 29.0 PRICE REDUCTION SCHEDULE (PRS)

29.1 Time is the essence of the Contract. In case there is delay in delivery of goods / "completion of the supply" or "fulfillment of obligations related to the Goods"/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.

29.2 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:

29.3 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.

29.4 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%.

29.5 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 Supplier 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 Supplier. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

29.6 In case of delivery of goods / “completion of the supply” or “fulfillment of obligations related to the Goods”/services including supply, installation and commissioning of the equipment on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Seller, from any amount falling due to the Seller or by recovery against the Performance Guarantee.

## 30.0 TERMINATION AND FAILURE CLAUSE

30.1 This clause outlines general principles. Specific grounds and procedures are detailed in Clauses 31.0 to 35.0. Time and date of delivery shall be the essence of the contract. If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract.

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

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

30.4 Grounds of termination:

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

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

(b) The supplier goes insolvent

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

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

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

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

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

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

## 31.0 TERMINATION FOR DEFAULT

31.1 Except for the cases provided for in Clause no. 36 i.e. ”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 Supplier shall stop forthwith any of the Supplier'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 Supplier and complete the same through a fresh Supplier or by other means, at the risk and cost of the Supplier, 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 Supplier or any part thereof and complete the same through a fresh Supplier or by other means at the risk and cost of the Supplier and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.

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

31.2 The Owner shall also have the right to proceed or take action as per above, in the event that the Supplier 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 Supplier.

31.3 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination. Operational failures and remedies are further elaborated in Clause 32.0.

## 32.0 FAILURE BY SUPPLIER

32.1 Failure by the supplier to comply with the provisions of the contract:

32.2 Owner has reserved an option to determine the contract, the security deposit furnished by the supplier 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 supplier.

32.3 Failure of supplier to execute the work as per contract:

32.4 If pursuant to award of work, the supplier fails to commence work in a manner described in the contract or if the supplier fails to execute the work in conformity with the documents and if the supplier fails to execute work in accordance with the time schedule or if the supplier substantially suspends work for a period of 14 days without authority of Engineer-In-charge or if the supplier fails to carry out and execute the work to the satisfaction of the Engineer-In-charge or if supplier fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the supplier 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 supplier by the Engineer-In-charge requiring such breach to be remedied or if the supplier shall abandon the work or if the supplier 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 supplier's license to use the same and to complete the work by his agents, other suppliers 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 supplier 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 supplier. 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 supplier.

32.5 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.

32.6 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.

**33.0 OWNER MAY DETERMINE / TERMINATE CONTRACT**

33.1 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 Supplier shall be issued giving 30 (thirty) days' time for such determination including the reason thereof.

33.2 The Supplier 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.

**34.0 TERMINATION FOR INSOLVENCY**

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

**35.0 TERMINATION FOR OWNER'S CONVENIENCE**

35.1 The Owner, by written notice sent to the Supplier, 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 Supplier under the Agreement is terminated, and the date upon which such termination becomes effective.

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

35.3 For the remaining Goods, the Owner may elect:

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

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

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

35.4 This clause is not contingent on breach and may be invoked at the sole discretion of the Owner. 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.

**36.0 FORCE MAJEURE**

36.1 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.

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

36.3 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. The burden of proof proving that event qualifies as Force Majeure under this clause was unforeseeable and unavoidable, was directly prevented or delayed performance, and the party took reasonable steps to mitigate the impact lies on the party invoking Force Majeure.

36.4 The Party affected by a Force Majeure event shall:

(a) Duty to Mitigate

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

(b) Duty to Resume Performance

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

(c) Duty to Inform

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

- The status of the Force Majeure event;

- Steps taken to mitigate its impact;
- Estimated timelines for resumption of performance.

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

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

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

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

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

## 37.0 RESOLUTION OF DISPUTE (ARBITRATION)

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

37.2 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.

37.3 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.

37.4 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. DIAC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution.

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

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

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

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

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

## 38.0 INTER-CONTRACTUAL LIABILITY AND SET-OFF

38.1 Inter-Contractual Liability

The Supplier acknowledges that it may have entered into, or may in the future enter into, multiple contracts with the Owner. In the event of any breach, default, or liability arising under any one contract, the Owner shall have the right to consider the Supplier s performance and obligations under all such contracts collectively. The Owner may, at its sole discretion, treat such breaches or defaults as material breaches under any or all contracts with the Supplier.

38.2 Right of Set-Off Across Contracts

The Owner shall have the right to set off any amounts due from the Supplier under any contract (past, present, or future) against any amounts payable to the Supplier under this or any other contract with the Owner. This includes, but is not limited to, amounts due on account of liquidated damages, penalties, indemnities, or any other recoverable sums.

38.3 Cross-Default

A default by the Supplier under any one contract with the Owner shall constitute a default under all other contracts entered into between the Supplier and the Owner, and the Owner shall be entitled to exercise its rights and remedies under each such contract accordingly.

38.4 Survival and Continuity

The provisions of this clause shall survive the termination or expiry of this Contract and shall continue to apply to all existing and future contractual relationships between the Owner and the Supplier.

## 39.0 LIMITATION OF LIABILITY

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

## 40.0 PUBLICITY AND ADVERTISEMENT

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

## 41.0 GOVERNING LANGUAGE

41.1 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.

## 42.0 NOTICES

42.1 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.

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

## 43.0 TAXES, DUTIES AND LEVIES

43.1 The Supplier 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 the supply and associated 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 Supplier. The Supplier shall be responsible for the compliance with all obligations and restrictions imposed by all labour laws or any other law affecting employer-employee relationship. The Supplier further agrees to comply and to secure the compliance of all Sub-Suppliers with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Supplier 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 Supplier or Sub-Supplier 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.

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

43.3 Owner shall make from supplier’s bills such tax deductions as are required as per rules and regulations in force from time to time.

43.4 The Supplier/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.

43.5 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 supplier, the statutory variation shall be limited to contractual completion period only and any variation in taxes beyond such period shall be borne by the Supplier without any right to claim reimbursement from IGL.

43.6 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 supplier on submission of copy of notification(s) issued from State / Central Govt. Authorities along with submission of documentary evidence for proof of payment of such taxes / duties to State / Central Govt. Authorities and after ascertaining it’s applicability with respect to the contract.

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

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

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

In case of delay in completion period beyond the contractual date, for reasons attributable to supplier, 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 supplier, 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.

43.10 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.

43.11 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. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

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

43.13 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 ensure the “total price inclusive of taxes” of that product / service remains exactly as quoted in the bid and awarded, without any increase.

Whereas, in case the Vendor realizes that the actual applicable rates of taxes are lower than the GST rates quoted in the bid against any particular HSN Code, then the Vendor shall reduce the “GST rate” of the product / service accordingly without changing the “basic unit price” of that product / service and the invoices shall be raised as per the actual applicable GST thereby passing the benefit of lower taxes to the Purchaser and ensuring the "total price inclusive of taxes" is reduced accordingly.

(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.

## 44.0 TIME FOR PERFORMANCE

44.1 The effective date of Contract shall be the date of Notification of Award. The completion period specified in the Bid Document shall be reckoned from such date of effectiveness.

44.2 Supplier 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 supplier’s responsibility to complete the work within the completion period.

## 45.0 TRANSFER OF TITLE

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

45.2 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 supplier shall thereafter be bound to use the same only for the purpose intended under the contract.

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

**46.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT**

46.1 This clause shall apply where the Owner elects not to terminate under Clause 31.0 but reserves the right to recover compensation. 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 Supplier 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 Supplier for past and future compensation shall remain unaffected.

46.2 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 Supplier 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 Supplier 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 Supplier failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Supplier's expense or sell them by auction or private sale on account of the Supplier 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 Supplier.

**47.0 CHANGE IN CONSTITUTION**

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

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

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

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

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

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

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

**48.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE**

48.1 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.

**49.0 SUPPLIER TO INDEMNIFY THE OWNER**

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

(a) Any failure by the Supplier in the performance of his obligations under the Contract;

(b) Any claim that the Goods supplied under this Agreement infringe any patent, trademark, copyright, or other intellectual property right;

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

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

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

49.2 The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the Supplier or his Sub-Supplier and Supplier 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.

49.3 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 Supplier and the Supplier 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. This indemnity shall survive the termination or expiration of the Agreement.

## 50.0 SAFETY REGULATIONS

50.1 In respect of all labour, directly or indirectly employed in the Work, the Supplier 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.

## 51.0 DEFECTS IN GOODS

51.1 DEFECTS PRIOR TO ACCEPTANCE OF GOODS

If at any time, before the Goods are accepted by the Purchaser, the Purchaser's Representative shall:

(a) Decide that any Goods supplied (including materials used by the Supplier or by any Sub-Supplier for the Goods) is defective or not in accordance with the Contract, or that the Goods or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called "Defects" in this clause), and

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

In case Supplier shall fail to do so, the Owner may take, at the cost of the Supplier, 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 Supplier. The decision of the Purchaser's Representative with regard to the amount to be recovered from the Supplier will be final and binding, on the Supplier. As soon as the Goods have been supplied and successfully delivered/installed 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/acceptance), the Purchaser's Representative shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the Goods have been so supplied/delivered/installed and have passed the said tests, and the Owner shall be deemed to have accepted the Goods on the date so certified. If the Supply has been divided into various groups in the Contract, the Owner shall be entitled to accept any group or groups before the other or others and thereupon the Purchaser's Representative shall issue a Completion Certificate which will, however, be for such group or groups so accepted only. In such an event if the group/section/part so accepted is related to the integrated system of the Supply, 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 Supply.

51.2 DEFECTS AFTER ACCEPTANCE OF GOODS:

In order that the Supplier could obtain a Completion Certificate he shall make good, with all possible speed, any defect arising from the defective materials supplied by the Supplier or workmanship (for ancillary services, if applicable) or any act or omission of the Supplier that may have been noticed or developed, after the Goods or groups of the Goods have been accepted by the Purchaser, the period allowed for carrying out such rectification will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to rectify/replace the Goods or part thereof at Supplier'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 Supplier a Completion Certificate has not been issued in respect of any portion of the Supply/Goods within one month after the date fixed by the Contract for the "completion of the supply" or "fulfillment of obligations related to the Goods", the Owner shall be at liberty to use the Goods or any portion thereof in respect of which a completion certificate has not been issued, provided that the Supplier for the Goods or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these supply obligations for the issue of Completion Certificate

## 52.0 PACKING

52.1 The Supplier shall notify Owner of the date of each shipment from his works and expected date of arrival at the Site for the information of Owner.

52.2 The Supplier shall also give all shipping information concerning the weight, size and content of each packing including any other information Owner may require.

52.3 Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care and/or 'this side up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.

52.4 All delicate surfaces on equipment/materials shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

52.5 Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

52.6 All protrusions shall be suitably protected and openings shall be blocked by wooden covers.

52.7 Wherever required, equipment/material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.

## 53.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

## 54.0 COMPLETION CERTIFICATE

54.1 APPLICATION FOR COMPLETION CERTIFICATE:

(a) When the Supplier fulfills his obligation under the contract, he shall be eligible to apply for a Completion Certificate in respect of the Goods by submitting the completion documents along with such application for Completion Certificate.

(b) The Purchaser's Representative shall normally issue to the Supplier the Completion Certificate within one month after receiving an application thereof from the Supplier, after verifying from the completion documents and satisfying himself that the Goods have been supplied in accordance with and as set out in the Contract Documents, including successful delivery, inspection, and initial acceptance.

(c) The Supplier, after obtaining the Completion Certificate, is eligible to present the final bill for the Goods supplied by him under the terms of the Contract.

54.2 ISSUE OF COMPLETION CERTIFICATE:

(a) Within one month of the completion of the Supply in all respects, the Supplier shall be furnished with a certificate by the Purchaser's Representative of such completion. However, neither a Completion

Certificate shall be given nor shall the Supply be deemed to have been executed until all packing materials, surplus or rejected goods, and rubbish are cleared off the delivery site completely. The Supply will not be considered as complete and taken over by the Purchaser's Representative until the delivery site is cleared to the satisfaction of the Purchaser's Representative.

(b) If the Supplier shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the Supply, the Purchaser's Representative may, at the expense of the Supplier, remove such packing materials, surplus or rejected goods, and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Supplier shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such packing materials or surplus/rejected goods as aforesaid except for any sum actually realized by the sale thereof.

**55.0 FINAL DECISION AND FINAL CERTIFICATE**

55.1 Upon the expiration of the Warranty Period (or Defect Liability Period for specific components, if applicable) and subject to the Purchaser's Representative being satisfied that the Goods have been duly supplied by the Supplier and performed all his obligations under the Contract, the Purchaser's Representative 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. The Supplier shall not be considered to have fulfilled the whole of his obligations under the Contract until the Final Acceptance Certificate shall have been given by the Purchaser's Representative, notwithstanding any previous use or taking possession of the Goods or any part thereof by the Owner

**56.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION**

56.1 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 Supplier.

**57.0 REPEAT ORDER**

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

**58.0 VARIATION IN QUANTITY AT THE TIME OF ORDERING**

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

**59.0 INSURANCE**

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

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

59.3 Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection, testing and commissioning till such time the work is taken over by Owner, shall be to the account of Supplier. Supplier shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. Supplier 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 Supplier having taken such insurance coverage. Supplier 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.

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

59.5 All costs on account of insurance liabilities covered under Contract will be to Supplier's account and will be included in Value of Contract. However, the Owner may from time, during the currency of the Contract, ask the Supplier 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.

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

## 60.0 APPLICABLE LAW

60.1 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 any Dispute.

## 61.0 STATUTORY APPROVALS

61.1 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 Supplier’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 Supplier.

61.2 The Supplier 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 supplier. However, Owner will reimburse the statutory fees paid by the supplier, if any, to the Supplier at actual on production of documentary evidence for all inspections and approval to such authorities.

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

## 62.0 COMPLIANCE OF LAWS

62.1 The Supplier (which shall include the supplying firm / company) shall be solely liable to obtain and to abide by all necessary licenses, permits, and clearances from the concerned authorities for the manufacture, import, supply, and delivery of the Goods.

62.2 The Supplier shall be responsible for statutory payments to Government Agencies as applicable under the laws in respect of the contract and shall deposit the required amount with the concerned statutory authorities on or before due dates. This includes, but is not limited to, taxes, duties, and any other levies related to the supply of Goods

62.3 The Supplier shall not engage any person of less than 18 years for any activities related to this contract that require presence on the Owner's premises. All Supplier's personnel engaged in activities on Owner's premises should be physically and mentally fit for such tasks.

62.4 If delivery, installation, or any other activity by the Supplier's personnel is required on the Owner's premises, especially in areas such as live installations or hydrocarbon environments, the Supplier shall ensure strict compliance with all safety and security rules and regulations and other operational rules laid down by the Owner. The Supplier shall follow best Engineering practice and relevant international safety standards applicable to the handling and delivery of Goods. It shall be the duty / responsibility of the Supplier to ensure the compliance of fire safety, security, and other operational rules and regulations by his personnel while on Owner's premises. Disregard of these rules by the Supplier’s personnel will lead to appropriate actions, including but not limited to, removal from site, and may lead to the termination of the Contract in all respects and expose the Supplier to penal / legal consequences.

62.5 For any activities carried out by the Supplier's personnel on the Owner's premises, such as delivery or installation, 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

Supplier's personnel shall be arranged by the Supplier himself. However, firefighting equipment on the Owner's premises shall be arranged by the Owner, if required. The Supplier shall arrange for necessary insurance for all his personnel engaged on the job as per the relevant Acts, rules and regulations, etc. General third-party insurance for the Owner's premises shall be arranged by the Owner.

**63.0 THE ENGINEER-IN-CHARGE**

63.1 Issue the supplier 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 Supplier shall carry out and bound by the same.

63.2 During the currency of this Contract, OWNER can increase and / or decrease the quantity of work / services shown in from the Schedule of Rates.

**64.0 EVALUATION OF PERFORMANCE**

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

**65.0 CONTRACTOR SAFETY MANUAL**

65.1 The Supplier / Vendor needs to ensure all the safety conditions as mentioned in the Contractor Safety manual which can be downloaded from IGL website.

**66.0 WHISTLE-BLOWER POLICY**

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

66.2 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.

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

**67.0 ENVIRONMENTAL, SOCIAL, AND GOVERNANCE (ESG) COMPLIANCE**

67.1 The Supplier shall, at all times during the term of this Agreement, comply with applicable Environmental, Social, and Governance (ESG) standards, including but not limited to:

(a) Minimizing environmental impact through sustainable practices;

(b) Ensuring fair labor conditions, non-discrimination, and workplace safety;

(c) Promoting ethical business conduct and responsible sourcing.

67.2 The Supplier shall maintain records evidencing such compliance and shall provide the same to the Owner upon request. The Owner reserves the right to audit the Supplier's ESG practices and performance at any time during the term of the Agreement.

**68.0 ANTI-BRIBERY AND CORRUPTION**

68.1 The Supplier represents and warrants that:

(a) It has not and shall not, directly or indirectly, offer, promise, give, solicit, or receive any bribe, kickback, or other improper payment or advantage in connection with the performance of this agreement;

(b) It shall comply with all applicable anti-corruption laws, including the prevention of corruption act, 1988, and any other relevant international anti-bribery legislation.

68.2 The Supplier shall promptly report to the Owner any actual or suspected breach of this clause. Any violation shall constitute a material breach of the Agreement and entitle the Owner to terminate the Agreement forthwith, without prejudice to any other rights or remedies available under law or Contract.

# 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 PO, the successful bidder shall furnish to the Purchaser the Contract Performance Bank Guarantee (CPBG) @ 5% of PO value (inclusive of all taxes).

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 INSPECTIONS AND TESTS

The SCC provisions shall supplement GCC Clause as detailed below:

7.1 Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table and approved Inspection & Test Procedure. However, without prejudice to the provisions of Technical specifications following shall hold good:

7.2 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.

7.3 The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.

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

7.5 Supplier shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection at supplier's works as per approved ITP. TPIA charges shall be borne by Supplier. Approved TPIA are as under:

(a) Moody International (India) Pvt. Ltd.,

(b) Dr. Amin Controllers Pvt. Ltd.,

(c) Certification Engineers International Ltd.,

(d) International Certification Service Pvt. Ltd.,

(e) Bureau Veritas (India) Pvt. Ltd.,

(f) Hertz Inspection & Services Pvt. Ltd.,

(g) Meenar Global Consultant,

(h) Quality Evaluation and Systems Team Pvt. Ltd.

(i) TUV SUD South Asia

(j) Apave Assessment India Pvt. Ltd. (Formely Vincotte International India Assessment Service Pvt. Ltd.),

(k) TUV India Pvt. Ltd.,

(l) Llyod Register,

(m) SGS India Pvt. Ltd.,

(n) TUV – Nord,

(o) DNV-GL,

(p) ABS,

(q) Gulf Lloyds Industrial Services (India) Pvt. Ltd.

(r) Rina India Pvt. Ltd.

(s) Edlipse Engineering Global Pvt. Ltd.

7.6 **Note**: Supplier shall obtain IGL/IGL Consultant's approval before finalizing the TPIA.

PNGRB approved TPIA for CGD audit jobs may also be deployed with prior approval of purchaser.

**8.0 PACKING**

The SCC provisions shall supplement GCC Clause 16 as detailed below:

8.1 Packing shall be capable of withstanding rough sea weather for a minimum period of 2 to 3 months and shall be commensurate with the best commercial export practice in case of sea freight.

8.2 Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care' and' or 'This side Up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.

8.3 All delicate surface on equipment' materials shall be carefully protected and painted with protective paint compound and wrapped to prevent rusting and damage.

8.4 Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

8.5 All protrusions shall be suitably protected and openings shall be blocked by wooden covers.

8.6 Wherever required, equipment/material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.

8.7 All items shall be packed in corrugated cardboard boxes of standard design, & surrounded by polyester band & mentioned description & weight.

8.8 Further, bidder shall also refer Technical Volume for details.

**9.0 SHIPMENT**

9.1 The Bidder shall make shipment only after obtaining dispatch clearance from Purchaser. For getting despatch clearance, bidder has to submit inspection release note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser (Head - C&P and Stores) along with all the back-up documents.

**10.0 WARRANTY**

10.1 As per GCC Clause.

**11.0 DELIVERY AND DOCUMENTS**

11.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through mail. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant. Each Consignment shall be accompanied with the following dispatch documents:

(a) LR or GR

(b) Packing List showing weight and dimension of each package

(c) Material Test Certificate

(d) Manufacturer’s factory inspection complying the technical specification as per tender

(e) Inspection Release Note (IRN) issued by Purchaser/ Consultant/ TPIA

(f) Insurance Policy

(g) Guarantee / Warranty Certificate

(h) Dispatch clearance issued by Purchaser/ Consultant

(i) Invoice

11.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

11.3 The Bidder to ensure that Purchase Order No. must be appearing in LR/ GR, Invoices and Packing List. Bidders to also ensure that description of goods in all the dispatch documents should be exactly same as per the Purchase Order.

**12.0 INSPECTION AND REJECTION OF GOODS BY CONSIGNEE**

12.1 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.

**13.0 PRICE REDUCTION SCHEDULE (PRS)**

As per clause under Section GCC.

**14.0 TERMS OF PAYMENTS**

Following clauses shall supplement GCC clauses:

14.1 No advance shall be paid under this contract.

14.2 100% of the invoice value along with taxes and duties shall be paid within 30 days on receipt of Goods at designated IGL stores and after acceptance of goods by Purchaser on pro-rata basis and submission of final documents as given below:

(a) Commercial invoice in triplicate

(b) GST Invoice

(c) LR of GR (original)

(d) Packing List showing weight and dimension of each package

(e) Guarantee/Warranty Certificate

(f) Inspection Release Note (IRN) issued by Purchaser/ Consultant / TPIA

(g) Despatch Clearance issued by Purchaser / Consultant

14.3 Note: Original invoices shall be directed to GRV cell for its further processing. The suppliers shall send duplicate copy along with consignment. This process shall be applicable for all GA's.

GRV CELL ADDRESS:

Mr. Aakash Rajput, IGL IP Store, Near Indraprastha Metro station, Adjacent to DTC depot, Behind CNG station, Ring road, I.P. Estate, New Delhi-110002.

## 15.0 TRANSIT RISK INSURANCE

15.1 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

## 16.0 DOCUMENT PRECEDENCE

16.1 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

## 17.0 SUBLETTING AND ASSIGNMENT

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

# SECTION V

# SCOPE OF WORK / TECHNICAL SPECIFICATIONS

REFER TENDER PART II OF II – TECHNICAL VOLUME

# SECTION VI

# SCHEDULE OF RATES

**IGL Ref. No.: IGL/ET2/CP/CP18921 for EOI for Supply of MDPE Pipe Fittings, Valves and Transition Fittings**

## SCHEDULE OF RATES

| Item no. | Material Code | Material Description | Unit Rate Per Meter on FOT/DAP basis inclusive of TPIA charges, packing, forwarding, freight, insurance, loading and stacking at IGL store (In Rs.) (Excl. GST) | Applicable GST Rate (%) | Quoted / Not Quoted (Bidder has to mention separately against each item) |
|---|---|---|---|---|---|
| 1 | 708112822 | BALL VALVE,63 PLAIN END | 4,313.96 | 18% | |
| 2 | 708112823 | BALL VALVE,125 PLAIN END | 12,215.70 | 18% | |
| 3 | 802025210 | MDPE BENDS 63 MM OD 45 DEG PE100 | 142.00 | 18% | |
| 4 | 801025210 | MDPE BENDS 63 MM OD 90 DEG PE100 | 107.00 | 18% | |
| 5 | 802050010 | BEND MDPE 125 X 45 DEG PE100 | 950.00 | 18% | |
| 6 | 801050010 | BEND MDPE 125 X 90 DEG PE100 | 505.00 | 18% | |
| 7 | 813008010 | COUPLER MDPE 20MM OD PE100 | 27.00 | 18% | |
| 8 | 813012810 | COUPLER MDPE 32MM OD PE100 | 33.00 | 18% | |
| 9 | 813025210 | COUPLER MDPE 63MM OD PE100 | 73.00 | 18% | |
| 10 | 813050010 | COUPLER MDPE 125MM OD PE100 | 202.00 | 18% | |
| 11 | 813072010 | COUPLER MDPE 180MM PE100 | 580.00 | 18% | |
| 12 | 814000710 | SADDLE TAPP. MDPE 32X20MM PE100 | 148.00 | 18% | |
| 13 | 814000110 | SADDLE TAPP. MDPE 63X20MM PE100 | 190.00 | 18% | |
| 14 | 814000210 | SADDLE TAPP. MDPE 63X32MM PE100 | 231.28 | 18% | |
| 15 | 814050010 | SADDLE TAPP. MDPE 125X32MM PE100 | 308.70 | 18% | |
| 16 | 814000810 | SAD TAP. MDPE 125X63MM PE100 W CPLR | 458.00 | 18% | |
| 17 | 815000510 | REDUCER MDPE 32X20 PE100 WTH CPLR | 32.00 | 18% | |
| 18 | 815000210 | REDUCER MDPE 63X32 PE100 WTH CPLR | 59.00 | 18% | |
| 19 | 815000410 | REDUCER MDPE 125X63 PE100 WTH CPLR | 470.00 | 18% | |
| 20 | 817008010 | EQUAL TEE MDPE 20MM PE100 WITH CPLR | 69.00 | 18% | |
| 21 | 817012810 | EQUAL TEE MDPE 32MM PE100 WTH CPLR | 85.00 | 18% | |
| 22 | 817025210 | EQUAL TEE MDPE 63MM PE100 WTH CPLR | 190.00 | 18% | |
| 23 | 817050010 | EQUAL TEE MDPE 125MM PE100 WTH CPLR | 900.00 | 18% | |
| 24 | 818008010 | END CAP MDPE 20MM EF END PE100 | 32.00 | 18% | |
| 25 | 818012810 | END CAP MDPE 32MM EF END PE100 | 44.00 | 18% | |
| 26 | 818025210 | END CAP MDPE 63MM EF END PE100 | 102.00 | 18% | |
| 27 | 818050010 | END CAP MDPE 125MM EF END PE100 | 421.00 | 18% | |



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| | | | | | |
|---|---|---|---|---|---|
| 28 | 1011000010 | TR. FITTING PE TO SS 20MM X1/2" PE100 | 86.00 | 18% | |
| 29 | 1003000020 | TR. FITTING PE TO SS 32MM X 1",PE100 | 174.00 | 18% | |

We, M/s. ______________________________________________ (supplier) confirms that the unit rates of the above "Quoted" Items are acceptable to us and shall be complied by us for the supplies against order awarded to us in ref. to IGL document no. IGL/ET2/CP/CP18921.

(Seal and Signature of the vendor's authorized signatory)

Name of the authorized Signatory:

Designation:



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Date: 2026.08.04 12:34:30 IST

# 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* | ____________________________________________________<br>____________________________________________________<br>____________________________________________________<br>City: ____________ District: _____________ PIN: _________<br>State: ____________________ Country: _____________ |
| 4. | Telephone Number* | (Country code) – (Area code) – (Telephone number) |
| 5. | Mobile Number, if any | |
| 6. | E-mail address* | |
| 7. | Website | |
| 8. | Fax Number | (Country code) – (Area code) – (Telephone number) |
| 9. | Type of Business/Industry | |
| 10. | ISO Certification, if any | |
| 11. | Whether 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 ______________________<br>2. Social Category of Enterprises __________________<br>3. Gender (Male/Female/Transgender/NA) ___________<br>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<br>b. Providing exempted goods/services<br>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



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Date: 2026.08.04 12:34:30 IST

**FORM 2**
**ZERO DEVIATION FORM**

(On Vendor's letter head)

M/S INDRAPRASTHA GAS LIMITED,
NEW DELHI.

**IGL Ref. No.:** **<u>IGL/ET2/CP/CP18921 for EOI for Supply of MDPE Pipe Fittings, Valves and Transition Fittings</u>**

We, M/s. ________________________________________________ (Supplier) confirm that all clauses of IGL's document no. IGL/ET2/CP/CP18921 (Commercial and Technical Volumes/documents) are fully understood and complied by us and no deviation whatsoever has been sought from the specified terms and conditions.

(Seal and Signature of the vendor's authorized signatory)

Name of the authorized Signatory:

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(months) delivery schedule** | **Date of actual completion / supply** | **Reasons for delay in execution, if any** | **Project cost** |
|---|---|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | | | | | |
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| | | | | | | | | | |

**[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 Contract/ PO/ WO/ LOA) and actual execution period, 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.



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**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:**



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**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:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. For the purpose of this Tender document
   (i) Annual Turnover shall be “Sale value/ Operating Income”
   (ii) Working capital shall be “Current Assets less Current Liabilities” and
   (iii) Net Worth shall be “Paid up share capital and Free reserves & Surplus”

(Seal and Signature of authorized bid signatory)

Name _____________________________

Designation: ________________________



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**FORM 6**
**DECLARATION**

(On Vendor's letter head)

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

**IGL Ref. No.: IGL/ET2/CP/CP18921 for EOI for Supply of MDPE Pipe Fittings, Valves and Transition Fittings**

We confirm that we have not initiated any court proceedings, arbitration proceedings or started any other litigation process with IGL and pending for settlement.

We also confirm that neither we nor any of our directors or proprietors involved in any capacity, or any of our subsidiary, affiliate, sister concern or any other agency over which we have substantial control are currently serving any banning / holiday orders issued by IGL / GAIL / BPCL due to any reason.

(Seal and Signature of authorized signatory)
Name ________________________________
Designation: ___________________________

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

(On Vendor's letter head)

No. Date:

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

**IGL Ref. No.: IGL/ET2/CP/CP18921 for EOI for Supply of MDPE Pipe Fittings, Valves and Transition Fittings**

Sir,

We hereby confirm that we have read each and every page of the subject ref. document(s) (all Volumes/Parts including Technical Volume and Commercial Volume) along with Corrigendum & Reply to vendor's queries, if any, thoroughly and understood the complete Scope of Work, Technical Specifications and all terms & conditions. We hereby also confirm that all referred terms & conditions are acceptable to us. Also, no alterations have been made to the original document(s) as provided by IGL.

Yours faithfully,

Seal and Signature
Name & Designation
For and on behalf of

**FORM 8**
**LETTER FROM STATUTORY AUDITOR / CHARTERED ACCOUNTANT / CHARTERED ENGINEER**

(On Auditor’s / CA’s / CE’s Letterhead)

To, Date:

Subject: Certificate regarding ………………………………….

Dear Sir,

We………………………………………. (Name of the Statutory Auditor / Chartered Accountant / Chartered Engineer) are the Statutory Auditor / Chartered Accountant / Chartered Engineer of M/s. ……………………………………………. (Name of the bidder).

We hereby confirm that we have issued following certificate(s):

1.
2.
3.

Thanking You,

Place: (Signature)
Date: Name of Authorized Signatory

Membership No.
Encl.: As above

**FORM 9**
**PRO FORMA FOR LETTER OF AUTHORITY**

(On Bidder's letter head)

No. Date:

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

**IGL Ref. No.: IGL/ET2/CP/CP18921 for EOI for Supply of MDPE Pipe Fittings, Valves and Transition Fittings**

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.

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**FORM 10**
**DETAILS OF LITIGATION**

(On Bidder's letter head)

**IGL Ref. No.: IGL/ET2/CP/CP18921 for EOI for Supply of MDPE Pipe Fittings, Valves and Transition Fittings**

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 is quoting in this tender as …. (Manufacturer / Trader / Dealer / Distributor / Stockist / Wholesaler) (Please note that Trader / Dealer / Distributor / Stockist / Wholesaler are not exempted from EMD) | |
| 3. | Bidder's MSME Status | |
| 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. | Supplier accepts that no deviation has been sought and declaration regarding the same has been submitted as per provided format | 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 |



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## 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. | Bid Signatory PoA / 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. |
| 2. | 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. |
| 3. | Form-2 Deviation Form | Form-2: Deviation Form as per provided format on bidder's letterhead duly signed and stamped by authorized bid signatory |
| 4. | 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) |
| 5. | 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.<br>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. |
| 6. | Form-6 Declaration Letter | Form-6: Declaration as per provided format on bidder's letterhead duly signed and stamped by authorized bid signatory |
| 7. | 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 |
| 8. | Form-8 Letter from Statutory Auditor/CA | Form-8: Letter from Statutory Auditor/CA as per provided format on their letterhead |
| 9. | 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 |
| 10. | Form-10 Litigation details | Form-10: Details Of Litigation, if any, on bidder's letterhead duly signed and stamped by authorized bid signatory |
| 11. | Schedule of Rates Acceptance | Schedule of Rates Acceptance on letterhead duly signed and stamped by the authorized signatory as per provided format under Section-IV |
| 12. | EN conformance certification | Valid EN 1555-3/ EN 1555-4 (or relevant) conformance certification of MDPE Fittings/Valves for the items being offered |

| | | |
|---|---|---|
| 13. | Past experience documents for supply of MDPE pipe fittings/valves | Contract(s) / Order(s) for supply of MDPE pipe fittings/valves directly to any city gas distribution company / Hydrocarbon entity, defining the complete scope of work and Technical specifications.<br>Dispatch clearance note(s) issued by Purchaser or their authorized representative / completion certificate / GRV (Goods Received Voucher) issued by Purchaser for relevant contract(s)/order(s). |
| 14. | Valid ISO 9001 certification | Valid ISO 9001 certification |
| 15. | Manufacturer's Quality Assurance Programme | The Quality Assurance program of the manufacturer shall have been audited and the facility should be ISO:9001 (or equivalent) certified through any one of the authorized auditing/inspection agencies |
| 16. | Audited Financial Report of preceding Financial Year | Vendor's audited financial report of the preceding financial year FY 25-26 (containing Balance Sheet and Profit & Loss Statement), in case not available, to be provided of FY 24-25. |
| 17. | Annexure-IV | If the manufacturer does not sell his products directly but through his dealer/ distributor/subsidiary, then the manufacturer can authorize agency(s) to participate in which agency will be considered as a bidder. Therefore, in such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser (M/s Indraprastha Gas Limited). A latest confirmation by the manufacturer to this effect shall be submitted by the bidder along with the bid in the attached format as Annexure-IV |

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.



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**ANNEXURE - IV**
**AUTHORISATION LETTER FROM MANUFACTURER TO AGENCY**
**(BIDDING ON BEHALF OF MANUFACTURER)**

(TO BE SUBMITTED ON LETTER HEAD BY THE BIDDER OF MANUFACTURER ALONG WITH THE BID)

To,

**M/s. Indraprastha Gas Limited**

R.K. Puram, Sector-9, Plot no-4

Delhi-110022

**SUB: TENDER NO: ______________________________________________**

Dear Sir,

We, M/s__________________________________________________ (Name of Manufacturer) confirm that we are authorising M/s. ______________________________________ (Name of Bidder) to bid on behalf of our company to bid in the tender no. __________________.

However, we M/s. ____________________________________________ (Name of Manufacturer) hereby confirm that we shall have the prime responsibility of providing unconditional technical and after sales support to M/s Indraprastha Gas Limited.

Place:

[Signature of Authorized Signatory of Manufacturer]

Date:

Name:

Designation:

Seal:



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Date: 2026.08.04 12:34:30 IST

*Bank Guarantee No………………………*
*Date…………………………………………*

**CONTRACT PERFORMANCE BANK GUARANTEE**

**(To be stamped in accordance with Stamp Act)**

Ref:

To
INDRAPRASTHA GAS LIMITED
Plot no. 4, Community Centre,
R.K. Puram Sector-9, New Delhi - 110022

OWNER CONTRACT/ORDER NO…………………………. DATED………………

Dear Sir,
*In consideration of INDRAPRASTHA GAS LIMITED, NEW DELHI (INDIA) (hereinafter referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the work of ……....................................................................................... to ……………………………………………………......having its Principal Office at ………………………………………………....… (hereinafter referred to as "VENDOR" / "SELLER" / "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply/execution by issue of OWNER'S Contract/Order No. ……………….... dated……………. And the same having been accepted by the VENDOR/SELLER/CONTRACTOR resulting into CONTRACTS for supplies of materials/equipment/execution of works/services as per above Owner Contract/Order having a total value of …………. for the complete supply of materials/equipment/execution of works/services and the VENDOR/SELLER/CONTRACTOR having agreed to provide a Contract Performance and Warranty/Guarantee for the faithful performance of the aforementioned contract and warranty to quality to OWNER.*

*We (Bank) ……………having its Head Office at …………………………………………………. (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the OWNER, on demand any and all moneys payable by the Vendor/Seller/Contractor to the extent of ___% (___ percent) of the Contract price without any deviation and protest as aforesaid at any time up to……………….and without reference to the VENDOR/SELLER/CONTRACTOR. Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and VENDOR/SELLER/CONTRACTOR or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.*

*The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges the guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by VENDOR/SELLER/CONTRACTOR of the aforementioned contract. OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against VENDOR/SELLER/CONTRACTOR and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contracts between OWNER and VENDOR/SELLER/CONTRACTOR or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.*

*The BANK also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the BANK as a Principal Debtor, in the first instance without proceeding against VENDOR/SELLER/CONTRACTOR and*

*Bank Guarantee No………………………*
*Date…………………………………………*

*notwithstanding any security or other guarantee that OWNER may have in relation to the VENDOR'S/SELLER'S/CONTRACTOR'S liabilities.*

*Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall remain in force up to and including ……….. and shall be extended from time to time for such period as may be desired by the VENDOR/SELLER/CONTRACTOR/ on whose behalf this Guarantee has been given.*

*Dated this the ________ day of_________2026______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…………………

Digitally signed by Ajitesh Kushwaha
Date: 2026.08.04 12:34:30 IST