

**Expression of Interest for vender identification of ARC for Precision machining jobs of Gas Engines and Compressors & Rebuilding of engine cylinder heads.**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**Ref.: IGL/EOI/04022022**

**Date: 04.02.2022**

**Precision machining jobs of Gas Engines and Compressors**

**Indraprastha Gas Limited invites offers through Expression of Interest (EOI) from interested parties (“Applicant”) for submitting their proposal for ARC for Precision machining jobs of Gas Engines and Compressors & Rebuilding of engine cylinder heads in Delhi & UP area.**

**EOI Details:**

1. EOI is limited to applications from Registered Companies, Partnership Firms, Proprietorship Firms, Registered Societies and Individuals.
2. EOI Schedule shall be as under:
  - a) Period: 04.02.2022 (From 15:00 Hrs) to 18.02.2022 (Up to 17:00 Hrs).
  - b) Last Date for Submission of EOI: 18.02.2022 (Up to 17:00 Hrs).

Indraprastha Gas Limited reserves the right to extend the EOI period and due date for submission, mentioned above.

3. EOI can be downloaded from the website [www.iglonline.net](http://www.iglonline.net) within the above-mentioned period. Any amendment, clarification, corrigendum w.r.t. EOI will be hosted on [www.iglonline.net](http://www.iglonline.net) Applicants should regularly visit this website to keep themselves updated. Any query related to EOI may be submitted online only at Email ID [santosh.bhakat@igl.co.in](mailto:santosh.bhakat@igl.co.in) , [aviral.rajeev@igl.co.in](mailto:aviral.rajeev@igl.co.in) . Queries/clarifications received in any other form are liable to be unanswered. A written reply from the Indraprastha Gas limited will be suitably given.
4. Indraprastha Gas Limited will not be responsible for any cost or expenses incurred by the Applicant in connection with preparation or delivery of EOI.
5. This Notice inviting EOI neither confirms the right nor an expectation on any party to participate in the proposed EOI. Indraprastha Gas Ltd. reserves the right to accept or reject, any or all EOIs received at its absolute discretion without assigning any reason whatsoever.
6. The completely filled & signed EOI, along with requisite documents, to be submitted by Applicant to “Manager(CNG (O&M)), Indraprastha Gas Limited, IGL BHAWAN, Plot no.4, Community center, R.K.Puram Sector 9, New Delhi- 110022”.

**(A) Concept**

1. Indraprastha Gas Limited [A joint venture of GAIL (India) Ltd., BPCL & Govt. of NCT of Delhi] is operating CNG stations in the Authorized Geographical Areas (GA) of NCT of Delhi, Ghaziabad & Hapur, Gautam Budh Nagar, Meerut, Muzaffarnagar, Shamli, Kanpur

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District, Fatehpur and Hamirpur Districts (Uttar Pradesh) and Gurugram, Rewari District, Karnal District & Kaithal District (Haryana).

2. Reciprocating gas compressor packages of various makes & models viz. Galileo, D-Rand, Delta, Sulzer etc. and Gas Engines of various makes & models viz. Waukesha and Caterpillar; installed at different sites in Delhi & NCR.
3. Precision machining / various types of tests are carried out for all compressor packages and engines during scheduled / unscheduled overhauls. Also engine cylinder heads rebuilding jobs to be carried out during Top end maintenance.

### **(B) Scope**

EOI proposal must be submitted by an applicant with the following clear understanding of respective scopes.

#### **Some of the major jobs which are included in scope are as:**

- Inspection of Engine Block Waukesha (F11GSI and CAT 3408/3406/3306), Crank shaft & Con rod housing.
- Engine Block repairing.
- Repair of Connecting Rod.
- Magnetic particle test & dye penetration test.
- Polishing of Main Journals & CR pins.
- Removal of bolts & Straightening of the crankshaft/camshaft.
- Removals of old bush, cleaning and fitment of new bush.
- Precision grinding of each main journal & CR pin.
- Fitment of engine Flywheel

#### **The precision machining/testing jobs will have to be carried out as per scope of work mentioned below:**

##### **Scope of work for Waukesha Engine parts repairing:**

(1) Inspection of Engine Block (Service no 1000535):

- a) Dimensional inspection of all main journal housings after tightening on proper torque.
- b) Dye penetration test of all main journal housings to detect crack.
- c) Checking and blue matching of parting plane after proper tightening
- d) Bore alignment".

(2) Engine Block repairing (Service no 1000536):

- a). Dimensional inspection of all main journal housings after tightening on proper torque.

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- b). Dye penetration test of all main journal housings to detect crack.
- c). Checking of blue matching of parting plane after tightening the cap.
- d). Inspection of dowel pins and necessary correction of the seating of dowel pins.
- e). Boring of the main journal housing to maintain sizes as per the manufacturer's recommendation.
- f).Alignment between MJ housings within tolerance as specified by the manufacturer.
- g). Final measurement pertaining to deformation of lower crankcase after repair.

(3) Inspection of Connecting Rod (Service no 1000537):

- (a) Dye penetration test and magnetic particle test of complete connecting rod for crack detection.
- (b) Dimensional inspection of small end and big end bore size of the connecting rod.
- (c) Inspection for straightness of connecting rod.

(4) Inspection of Crank shaft (Service no 1000539 ):

- (a) Checking of size.
- (b) Crack testing of journal and polishing
- (c) Hardness Testing
- (d) Key way finishing
- (e)Thread dressing
- (f)Deflection runs out of main journals & sizes of MJ / CR pins by loading the same on the grinding machine".

(5) Repair of Connecting rod housing (Service no 1000538):

- (a) Dye penetration test and magnetic particle test of complete connecting rod.
- (b). Inspection of small end bore size of the connecting rod.
- (c). Shot blasting / peening of matching surface.
- (d). Boring of the big end diameter and maintain the bore size as recommended by the manufacturer.
- (e). Tightening with proper torque after rectification as specified by the manufacturer and final inspection of connecting rod.

(6) Magnetic particle test & dye penetration test (Service no 1000540) of all main journals / CR pins before & after repair and polishing, if applicable, of crankshaft to detect cracks.

(7) Polishing of Main Journals (Service no 1000594) and Removal of Material upto 0.02 mm (per journal).

(8) Polishing of CR Pins (Service no 1000595) and removal of material up to 0.02 mm. (per journal).

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- (9) Removal of Bolts (Service no 1000596) from Flywheel Flange by Loading on the Machine.
- (10) Dimensional inspection (Service no 1000544) of camshaft bearing journals.
- (11) Inspection of camshaft (Service no 1000545), DPT & MPT for crack detection. Inspection of straightness of cam shaft" Polishing of Main Journals and Removal of Material upto 0.02 mm (per journal)
- (12) Repair Straightening of crankshaft (1000541).
- (13) Precision grinding (Service no 1000542) of each main journal, formation of fillet radius at the transition of journal & dressing of oil holes (per journal)
- (14) Precision grinding (Service no 1000543) of each CR pin, formation of fillet radius at the transition of CR pin & dressing oil holes (per CR Pin)
- (15) Removal of old bush, cleaning and fitment (Service no 1000546) of new bush of cam shaft, reboring to proper size and checking of bore alignment (per bush).
- (16) Fitment of engine flywheel ring gear (Service no 1000547).
- (17) Polishing of cam shaft journals Waukesha (Service no 1004447).
- (18) Straightening of Waukesha engine camshaft (Service no 1004448).
- (19) Removal and re fitment of all gudgeon pin bushes of con. Rod of waukesha engine (Service no 1004449).
- (20) Supply & Installation of Dowel pin for crankshaft(1004446).
- (21) Supply & fitment of oil gallery plugs (1004445)

**Scope of work for Caterpillar engine parts repairing:**

- (1) Inspection of Engine Block (Service no 1000522):
  - a) Dimensional inspection of all main journal housings after tightening on proper torque.
  - b) Dye penetration test of all main journal housings to detect crack.
  - c) Checking and blue matching of parting plane after proper tightening.
  - d) Bore alignment.
- (2) Engine Block repairing (Service no 1000523):
  - a) Dimensional inspection of all main journal housings after tightening on proper torque.

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- b) Dye penetration test of all main journal housings to detect crack.
  - c) Checking and blue matching of parting plane after proper tightening.
  - d) Bore alignment.
  - e) Necessary correction of the seating of dowel pins.
  - f) Boring of the main journal housing to maintain sizes as per the manufacturer's recommendation. (Job involves all necessary activity to complete the process).
- (3) Repair of Connecting Rod (Service no 1000525):
- a) Dye penetration test and magnetic particle test of complete connecting rod for crack detection.
  - b) Dimensional inspection of small end and big end bore size of the connecting rod.
  - c) Inspection for straightness of connecting rod
  - d) Shot blasting / peening of matching surface.
  - e) Boring of the big end diameter and maintain the bore size as recommended by the manufacturer.
  - f) Tightening with proper torque after rectification as specified by the manufacturer and final inspection of connecting rod.
- (4) Inspection of Crank shaft (Service no 1000526):
- a) Checking of size.
  - b) Crack testing of journal and polishing
  - c) Hardness Testing
  - d) Key way finishing
  - e) Thread dressing
  - f) Deflection runs out of main journals & sizes of MJ / CR pins by loading the same on the grinding machine"
- (5) Magnetic particle test & dye penetration test (Service no 1000527) of all main journals / CR pins before & after repair and polishing, if applicable, of crankshaft to detect cracks.
- (6) Inspection of Connecting Rod Housing (Service no 1000524):
- a) Dye penetration test and magnetic particle test of complete connecting rod for crack detection.

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- b) Dimensional inspection of small end and big end bore size of the connecting rod.
- c) Inspection for straightness of connecting rod.

- (10) Straightening of the crankshaft (Service no 1000528), if required.
- (11) Precision grinding of each main journal (Service no 1000529), formation of fillet radius at the transition of journal & dressing of oil holes (per journal)
- (12) Precision grinding of each CR pin (Service no 1000530), formation of fillet radius at the transition of CR pin & dressing oil holes (per CR Pin)
- (13) Removals of old bush, cleaning and fitment of new bush (Service no 1000533), of cam shaft, reboring to proper size and checking of bore alignment (per bush).
- (14) Fitment of Eng. Flywheel (Service no 1000534) Ring Gear (CAT)
- (15) Polishing of cam shaft (Service no 10004450) journals CAT
- (16) Straightening of CAT Engine camshaft (Service no 10004463).
- (17) Inspection-Camshaft bearing journals (1000531)
- (18) Inspection- Camshaft INCL DPT/MPT (1000532)
- (19) Machining- Face machining of cap (1004443)
- (20) Removal-Removal of broken stud (100444)
- (21) Removal & refitting Gudgeon pin bush con rod CAT (1004464).

**Scope of work for D Rand, Delta and Ariel Compressor:**

- (1) Removal coupling hub (Service no 1004457) from crankshaft and regimenter crankshaft.
- (2) Development and manufacturing (Service no 1004470) of new mounting HUB.
- (3) Line boring of compressor block (Service no 1004455) main bearing housing for removal of dimensional wear.
- (4) Nondestructive testing (Service no 1004471) of comp. crankshaft for crack detection including MPT and DPT.
- (5) Truing of coupling hub by machining (Service no 1004456).
- (6) Dimensional and other inspection (Service no 1004451) of compressor block including DPT, MPT etc.

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(7) Dimensional Inspection, hardness checking and non-destructive testing (Service no 1004452) of complete compressor crankshaft for crack detection by DPT/MPT.

(8) Straightening (Service no 1004453) of compressor crankshaft through peening process.

(9) Rough grinding, surface preparation and rebuilding of crankpins (Service no 1004454) up to standard size by plasma thermal spray process of crankpin (up to 0.5 mm undersize in Diameter).

(10) Dimensional and other inspection (Service no 1004465) of compressor connecting rod including DPT, MPT etc.

(11) DPT & MPT of compressor piston rod(1010637).

**Scope of work for Intermesh compressor:**

(1) Development, Manufacturing, Machining and Fitment (Service no 1004673) of New Sleeves in Cross Head Liner Housing of Intermac Compressor.

(2) Development, Manufacturing, Machining and Fitment (Service no 1004674) of new piston pin Bushes in Cross Head of Intermac Compressor.

**Scope of work for Non Destructive Test:**

1) Dye penetrant test including all chemicals (Service no 1003933).

2) Ultrasonic test with all facilities and comprehensive report (Service no 1003935).

3) Magnetic particle test with all facilities and comprehensive report(Service no 1003936).

**Fitment of Con Rod Small End Bush in Delta & Cameron Compressor:**

1) Removal of bush from Con rod

2) Fitment of bush in con rod small end by means of liquid nitrogen (1010636)

3) Maintaining the clearance of bush and pin as per manual (Boring of bush, if required)

4) Fitment of bush in crosshead (1010638)

**Fitment of Roller bearing in compressor crank shaft:**

1) Roller bearing removal from crank shaft

2) Machining or metalizing the crank shaft

3) Installation of new roller bearing on compressor crank shaft (1010639).

**Scope of work for rebuilding of cylinder heads:**

1. Material for head rebuilding is in IGL's scope (service no.- 1000566,67,68,10002843).

2. Head rejection service (1007539) if any head is found crack/non repairable after conducting all relevant tests.

3. Vendor has to dismantle the complete cylinder heads and clean it thoroughly.

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4. Vendor has to perform Non Destructive Testing of cylinder Flame plate area, comprising of:
  - a. Dye Penetrate test
  - b. Magnetic Particle Inspection
5. Any head found rejected in NDT, should be informed to IGL which will be witnessed by Officer nominated by IGL.
6. Heads passed in NDT should be sent for hydro-testing.
7. Cylinder heads after above tests should be sent for further assembly: Installation of valve seats and guides by shrinking the same in liquid nitrogen.
8. Valve seat should be matched with valve by proper lapping which is further confirmed by blue matching.
9. Vendor has to perform kerosene leak test for checking proper sealing of seat with valve.
10. Assembly of complete cylinder head to be done with the material provided by IGL.
11. Vendor has to return Old material, which would be equal to new material provided, to IGL in a packed box after counting in presence of IGL representative after pasting material list on the box.
12. Vendor has to submit reports of inspection, testing and dimensional checks performed for each repaired cylinder heads.
13. Vendor has to apply anti rust coating on rebuilt cylinder heads before packing.
14. Packing of the rebuilt cylinder heads is in vendor's scope.
15. To & Fro freight charges for engine cylinder heads are in IGL's scope.
16. Vendor has to intimate IGL after completing each cylinder head rebuilding through mail correspondence.
17. Any non-performance of cylinder heads due to assembly fault would be intimated to vendor by IGL and will be re-assembled by the vendor within 01 week of receipt without any charges.

**(C) Other Terms & Conditions:**

1. Vendor must have his own workshop in Delhi NCR and cannot sublet any of the jobs.
2. Supply of all the spares required for repairing is in the scope of IGL.
3. For estimation or understanding of jobs, party may visit the site.
4. All precision machining / testing jobs related to engines will have to be carried out within 7 days and for jobs related to compressors within 2 days' time.
5. For emergency services the jobs will have to be carried out on non-working days too.
6. To & Fro transportation of machine and material to the contractor workshop in NCR region is in the scope of IGL however loading and unloading of the same at the contractor's workshop is in the scope of contractor.
7. After repairing, the material should be delivered in proper packing of polythene bag/sheet.



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8. Any damage to material / machine during repair at contractor workshop is to be rectified free of cost by the contractor. Defect liability period for the machining work is six months and in case of any defect IGL may penalize the party to the extent of damage to the machine.
9. For any premature failure of any machined component, vendor will visit the site & will provide the analysis report. The repair of the work piece will be carried out by vendor free of cost.
10. Contractor has to submit the detailed report mentioning the procedure followed in inspection and repairing of equipment. Report should also contain various dimensions measured, that of inspected part. The Performa for the report will be finalized by party, in consultation with Engineer-in-charge before start of the work.

### **(D) General Conditions of Contract**

#### **1.0 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.0 APPLICATION**

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

### **3.0 CONTRACTOR TO INFORM**

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

### **4.0 SCOPE OF CONTRACT**

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

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

### **5.0 INTERPRETATION OF CONTRACT DOCUMENTS**

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

### **6.0 STANDARDS**

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

### **7.0 CONFIDENTIALITY**

- 7.1 The Contractor cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector.
- 7.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the

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Contractor in the case where these documents have been used without such written consent.

- 7.3 However, these obligations do not apply to documents for which it can be demonstrated that,
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
  - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
  - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 7.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Purchaser in these matters.
- 7.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's obligations under the Agreement.
- 7.6 The Contractor shall not, without the Purchaser's / Consultant's prior written consent, disclose the Contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.

### **8.0 CONTRACT OBLIGATIONS**

- 8.1 If after award of the contract, the Contractor does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the Purchaser reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Contractor's bid and all previous correspondence.
- 8.3 Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the Contract.
- 8.4 Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

### **9.0 MODIFICATION IN CONTRACT**

- 9.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects, shall be considered valid only when accepted in

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writing by Purchaser / Consultant by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed completion schedule and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

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

### **10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS**

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

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

### **11.0 PATENT RIGHTS**

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

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

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

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

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

### **12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)**

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

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

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

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

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

### **13.0 INSPECTIONS AND TESTS**

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

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

13.3 The Purchaser or its representative shall have the right to inspect and/or to inspect the Work performed by Contractor to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for

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such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's .

representative / Inspector shall be to the account of the Contractor. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.

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

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

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

### **14.0 ADDITIONAL TEST**

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

14.2 In any case, additional tests shall be designed so as to require a minimum of time. Provided further before starting these additional tests, the Contractor defines and justifies, to the Purchaser's satisfaction, the possible effects of the duration of these tests on the contractual time-limits / schedule(s).

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

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

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

### **15.0 LATENT DEFECT**

15.1 If any latent defect (a defect which could not have manifested itself in the normal course of inspection and testing as per relevant codes, test procedures and contract specifications and normal usage as per industry practice will be referred to as latent defect) surfaces within five years of completion of contracted Work, the Contractor shall rectify and make good, as the case may be, within technically

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reasonable period to the satisfaction of the Purchaser and without any additional liability on the Purchaser, whatsoever.

### **16.0 PAYMENT TERMS**

16.1 Payment shall be made against invoice describing, as appropriate, the goods delivered and services performed, and shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

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

16.3 General Notes:

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

### **17.0 PRICES AND PRICE BASIS**

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



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### **18.0 ASSIGNMENT**

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

### **19.0 SUB-CONTRACTING**

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

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

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

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

### **20.0 TIME SCHEDULE & PROGRESS REPORTING**

#### **20.1 Time Schedule Network / Bar Chart**

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

#### **20.2 Progress Trend Chart / Monthly Report**

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

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

### **21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE**

- 21.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Completion Schedule.
- 21.2 If at any time during performance of the Agreement, the Contractor or its sub-contractor(s) encounters conditions impeding timely performance of Services, the Contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without levy of Price Reduction Schedule, in which case the extension shall be ratified by the parties by amendment of Agreement.
- 21.3 Except as provided under GCC Clause – "Force Majeure" or for the reasons solely attributable to the Purchaser, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause 2 without the application of PRS.

### **22.0 PRICE REDUCTION SCHEDULE (PRS)**

- 22.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per week of delay or part thereof of the value of the

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“the work portion” that is delayed per week or part thereof subject to maximum of 5% (Five Per Cent) of the total order value.

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

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

### **23.0 TERMINATION FOR DEFAULT**

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

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

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

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

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

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

**24.0 OWNER MAY DETERMINE / TERMINATE CONTRACT**

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

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

**25.0 TERMINATION FOR INSOLVENCY**

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

**26.0 TERMINATION FOR OWNER'S CONVENIENCE**

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

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

26.3 For the remaining Work, the Owner may elect:

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

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- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
  - (c) To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.
- 26.4 IGL reserves the right to award the contract for a shorter duration than the specified or foreclose it with adequate advance notice not less than 30 days due to change in its business requirement.

**27.0 FORCE MAJEURE**

- 27.1 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.
- 27.2 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 and acts and regulations of respective Government of the two parties, namely the owner and the contractor, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods.
- 27.3 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.
- 27.4 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has adversely affected the overall completion schedule.
- 27.5 If deliveries of bought out items and/or works to be executed by the contractor are suspended by Force Majeure conditions lasting for more than 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually.
- 27.6 If during the concurrence of the contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the work, provided always that the owner shall be entitled, at any time after such outbreak of war to terminate the contract by giving notice in writing to the contractor and upon such notice being given the contractor shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

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

**28.0 SETTLEMENT OF DISPUTES**

28.1 Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.

28.2 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.

28.3 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.

28.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by IGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from IGL shall comprise of persons with the requisite technical expertise and relevant experience.

28.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of IGL or of any other public sector entity or with regard to such persons holding shares in the Company.

28.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by IGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and IGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.

28.7 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Delhi and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.

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

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

### **29.0 LIMITATION OF LIABILITY**

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

### **30.0 PUBLICITY AND ADVERTISEMENT**

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

### **31.0 GOVERNING LANGUAGE**

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

### **32.0 APPLICABLE LAW**

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

### **33.0 NOTICES**

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

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

### **TAXES, DUTIES AND LEVIES**

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- 34.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship The Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- 34.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.
- 34.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- 34.4 The Contractor/Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, any other duty on services or any other tax payable and/or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority. The rate in SOR is inclusive of all the above referred taxes/duties.
- 34.5 Any statutory variation in GST within the contractual period for the SOR items shall be to IGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only and any variation in taxes beyond such period shall be borne by the Contractor.
- 34.6 Any new taxes & duties, if imposed by the State / Central Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be paid / reimbursed to the contractor on submission of copy of notification(s) issued from State / Central Govt. Authorities along with submission of documentary evidence for proof of payment of such taxes / duties to State / Central Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 34.7 Returns and details required to be filled under GST laws & rules should be timely filed by Contractor of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above



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

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

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

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

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

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

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

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

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have the right to put that Supplier of Goods / Service Provider under Holiday List.

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

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

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

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

34.14 Bidders are required to quote and comply with all applicable statutory requirements for invoicing.

### **35.0 TIME FOR PERFORMANCE**

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

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

### **36.0 TRANSFER OF TITLE**

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

36.2 However, Owner shall have the lien on all such equipment, materials, etc. at any time during the performance of the contract after the date on which Owner releases any advance payment towards the said equipment, materials, etc. and

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

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

### **37.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT**

37.1 In any case in which any of the powers conferred upon the Owner by the clause entitled "Termination for Default" hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Performance guarantee and the liability of the Contractor for past and future compensation shall remain unaffected.

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

### **38.0 CHANGE IN CONSTITUTION**

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

### **39.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE**

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

### **40.0 CONTRACTOR TO INDEMNIFY THE OWNER**

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

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

### **41.0 SAFETY REGULATIONS**

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

### **42.0 OWNER MAY DO PART OF WORK**

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.

### **43.0 POSSESSION PRIOR TO COMPLETION**

The Engineer-In-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to

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be an acceptance of any work completed in accordance with the Contract agreement. If such prior possession or sue by the Engineer-In-Charge delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly.

### **44.0 DEFECTS IN WORK**

#### **44.1 DEFECTS PRIOR TO TAKING OVER**

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

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

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

#### **44.2 DEFECTS AFTER TAKING OVER:**

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

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Work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner.

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

### **45.0 DEFENCE OF SUITS:**

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

### **46.0 DEDUCTIONS FROM THE CONTRACT PRICE**

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

### **47.0 COMPLETION CERTIFICATE**

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

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

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

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

#### **ISSUE OF COMPLETION CERTIFICATE:**

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

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

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

### **48.0 FINAL DECISION AND FINAL CERTIFICATE**

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

### **49.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION**

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

### **50.0 REPEAT ORDER**

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

### **51.0 INSURANCE**

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

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

Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry

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cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

### **52.0 COMPLIANCE OF LAWS**

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

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

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

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

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

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

52.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the



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safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipment shall be arranged by Owner.

52.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the

Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

### **53.0 THE ENGINEER-IN-CHARGE**

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

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

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

### **54.0 INDEMNITY**

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

### **55.0 LABOUR LAWS**

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

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

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

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- 55.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- 55.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.
- 55.6 The Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge.
- 55.7 The Contractor shall furnish to the Engineer-In- Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-In-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- 55.8 The Contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 55.9 The Engineer-In-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a
- worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- 55.10 The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form / Register / Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Contractor shall without prejudice to any other liability pay to the Owner a sum not exceeding Rs.50/- as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-In-Charge and in the event of the Contractor's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50/- per day for each day of default subject to a maximum of one percent of the estimated cost of the Work put to

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tender. The Engineer-In-Charge shall deduct such amount from bills or Contract Performance Security of the Contractor and credit the same to the Welfare Fund constitute under these acts. The decision of the Engineer-In-Charge in this respect shall be final and binding

### **Implementation of Apprentices Act, 1961:**

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

### **Contractor to indemnify the Employer:**

55.12 The Contractor shall indemnify the Employer and every member, office and employee of the Employer, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in this Clause and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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

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

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

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

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

### **56.0 EVALUATION OF PERFORMANCE**

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

### **57.0 CONTRACTOR SAFETY MANUAL**

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

### **58.0 WHISTLE- BLOWER POLICY**

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

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

Detailed Policy is available on IGL website, [www.iglonline.net](http://www.iglonline.net).

### **59.0 VARIATION IN QUANTITY AT THE TIME OF ORDERING**

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

### **60.0 TERMINATION AND FAILURE CLAUSE**

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

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

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

Grounds of termination:

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

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

### **61.0 SUBLETTING AND ASSIGNMENT**

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

### **62.0 TENDERS NOT IN PRESCRIBED FORMS**

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.

### **63.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

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

### **64.0 FAILURE OF CONTRACTOR TO EXECUTE THE WORK AS PER CONTRACT:**

If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer In-charge or if the contractor fails to carry out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or if the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary, not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction; then, in each of the above mentioned cases the owner shall

**Expression of Interest for vender identification of ARC for Precision machining jobs of Gas Engines and Compressors & Rebuilding of engine cylinder heads.**

have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants and stock thereon and to revoke the contractor's license to use the same and to complete the work by his agents, other contractors or work men or to relate the same upon any terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the contractor for the said materials other than such as may be certified in writing for the Engineer In charge to be reasonable.

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

**(E) Tentative qty details for one year:**

Service details of Waukesha engine Overhauling					
SL NO	SERVICE NO	DESCRIPTION OF SERVICE	UNIT	ENGINE / COMPRESSOR TYPE	NO OF SCHEDULED SERVICES REQUIRED FOR NEXT ONE YEAR
1	1000594	POLISHING-MAIN JOURNAL	EA	WAUKESHA	14
2	1000595	POLISHING-CONNECTING ROD PINS	EA	WAUKESHA	12
3	1000535	INSPECTION-ENGINE BLOCK (WAUKESHA)	EA	WAUKESHA	2
4	1000537	INSPECTION-CON. ROD HOUSING (WAUKESHA)	EA	WAUKESHA	12
5	1000538	REPAIR-CONNECTING ROD HOUSING (WAUKESHA)	EA	WAUKESHA	12
6	1000539	INSPECTION-CRANKSHAFT DEFLECTION (WAUK)	EA	WAUKESHA	2
7	1000540	TEST-MAGNETIC PARTICLE & DYE PENET (WAU)	EA	WAUKESHA	2
8	1000542	GRINDING-MAIN JOURNAL (WAUKESHA)	EA	WAUKESHA	14
9	1000543	GRINDING-CONNECTING ROD PIN (WAUKESHA)	EA	WAUKESHA	12
10	1000544	INSPECTION-CAMSHAFT BRG JOURNALS (WAUK)	EA	WAUKESHA	2
11	1000545	INSPECTION-CAMSHAFT INCL DPT/MPT (WAUK)	EA	WAUKESHA	2
12	1000546	REMOVAL/REFIXING-CAM BUSH (WAUKESHA)	EA	WAUKESHA	8
13	1004445	SUPPLY/FITMENT-OIL GALLERY PLUGS	EA	WAUKESHA	6
14	1004447	POLISHING -CAM SHAFT JOURNALS (WAUKESHA)	EA	WAUKESHA	8
15	1004448	STRAIGHTENING-WAUKESHA ENGINE CAMSHAFT	EA	WAUKESHA	2
16	1004449	REMOV/REFIT-GUDGEON PINBUSH CON ROD WAUK	EA	WAUKESHA	12

**Expression of Interest for vender identification of ARC for Precision machining jobs of Gas Engines and Compressors & Rebuilding of engine cylinder heads.**

17	1000568	REBUILDING-CYLINDER HEAD (WAUK F11GSI)	EA	WAUKESHA	16
18	1004446	SUPPLY/INSTALL-DOWEL PIN FOR CRANKSHAFT	EA	WAUKESHA	6
19	1000536	REPAIR-ENGINE BLOCK (WAUKESHA)	EA	WAUKESHA	2
20	1000541	REPAIR-STRAIGHTENING CRANKSHAFT (WAUK)	EA	WAUKESHA	2
21	1000547	FITMENT-ENGINE FLYWHEEL RING GEAR (WAUK)	EA	WAUKESHA	2
22	1000596	REMOVAL-BOLTS FROM FLYWHEEL FLANGE	EA	WAUKESHA	2
23	1003933	TEST - DYE PENETRANT TEST	NO	CAT / WAUKESHA	2
24	1007539	REJECTION-HEAD CAT G3408/3406/3306/ Waukesha	NO	CAT / WAUKESHA	2

**SERVICE DETAILS OF CAT ENGINE OVERHAULING JOBS**

25	1000522	INSPECTION-ENGINE BLOCK (CAT)	EA	CATERPILLAR	8
26	1000523	REPAIR-ENGINE BLOCK (CAT)	EA	CATERPILLAR	8
27	1000524	INSPECTION-CONNECTING ROD HOUSING (CAT)	EA	CATERPILLAR	48
28	1000525	REPAIR-CONNECTING ROD HOUSING (CAT)	EA	CATERPILLAR	48
29	1000526	INSPECTION-CRANKSHAFT DEFLECTION (CAT)	EA	CATERPILLAR	8
30	1000527	TEST-MAGNETIC PARTICLE & DYE PENET (CAT)	EA	CATERPILLAR	8
31	1000528	REPAIR-STRAIGHTENING CRANKSHAFT (CAT)	EA	CATERPILLAR	8
32	1000529	GRINDING-MAIN JOURNAL (CAT)	EA	CATERPILLAR	56
33	1000530	GRINDING-CONNECTING ROD PIN (CAT)	EA	CATERPILLAR	48
34	1000531	INSPECTION-CAMSHAFT BRG JOURNALS (CAT)	EA	CATERPILLAR	8
35	1000532	INSPECTION-CAMSHAFT INCL DPT/MPT (CAT)	EA	CATERPILLAR	8
36	1000533	REMOVAL/REFIXING-CAM BUSH (CAT)	EA	CATERPILLAR	8
37	1004450	POLISHING - CAM SHAFT JOURNALS (CAT)	EA	CATERPILLAR	48
38	1004463	STRAIGHTENING-CAT ENGINE CAMSHAFT	EA	CATERPILLAR	8
39	1004464	REMOV/REFIT-GUDGEON PINBUSH CON ROD CAT	EA	CATERPILLAR	48
40	1000534	FITMENT-ENGINE FLYWHEEL RING GEAR (CAT)	EA	CATERPILLAR	4
41	1004443	MACHINING-FACE MACHINING OF CAP	EA	CATERPILLAR	4
42	1004444	REMOVAL-REMOVAL OF BROKEN STUD	EA	CATERPILLAR	12
43	1000566	REBUILDING-CYLINDER HEAD (CATG3408NA)	EA	CATERPILLAR	10
44	1000567	REBUILDING-CYLINDER HEAD (CATG3406NA/TA)	EA	CATERPILLAR	11
45	1002843	REBUILDING-CYLINDER HEAD (CAT G3306NA)	EA	CATERPILLAR	3

**SERVICE DETAILS OF COMPRESSOR OVERHAULING JOBS**

**Expression of Interest for vender identification of ARC for Precision machining jobs of Gas Engines and Compressors & Rebuilding of engine cylinder heads.**

46	1004452	INSPECTION/CHECKING-CRANKSHAFT	EA	Compressor	22
47	1004465	INSPECT-INSPECTION OF CONNECTING ROD	EA	Compressor	44
48	1004454	PREPAIRING OF CRANKSHAFT	CM2	Compressor	1500
49	1010636	FITMENT OF CON ROD SMALL END BUSH IN DELTA & CAMERON COMPRESSOR	NO	Compressor	8
50	1010639	COMPRESSOR CRANKSHAFT MAIN ROLLER BEARING FITMENT	NO	Compressor	2
51	1004451	INSPECT-INSPECTION OF COMPRESSOR BLOCK	EA	Compressor	1
52	1004453	STRAIGHTENING OF COMPRESSOR CRANKSHAFT	EA	Compressor	1
53	1004455	LINE BORING OF COMPRESSOR BLOCK	EA	Compressor	1
54	1004456	TURNING OF COUPLING HUB BY MACHINING	EA	Compressor	1
55	1004457	REMOVAL/FITMENT-COUPLING HUB CRAKSHAFT	EA	Compressor	1
56	1004673	DEVEL-MANUF-/FITMENT -SLEEVE INTERMACH	NO	Compressor	2
57	1004674	DEVEL/MANUF/FITMENT-PIST. PIN BUSH INTER	NO	Compressor	2
58	1004470	CHARGES-DEVEL & MANUF.NEW MOUNTING HUB	EA	Compressor	2
59	1004471	TEST-NON DESTRUCTIVE COMP.CRANKSHAFT	EA	Compressor	2
60	1010637	DPT & MPT OF COMPRESSOR PISTON ROD	NO	Compressor	2
61	1010638	FITMENT OF BUSH IN CROSS HEAD	NO	Compressor	4

**(F) Technical documents:**

The interested vendor should submit supporting documents like PO/contract copy for repair, modification, precision machining work of natural gas engines / high pressure compressors / pumps for PSU's, fertilizer industry or public limited company during last 07 years from the date of EOI along with execution certificate.(Details to be filled in attached format)

**(G) Financial documents:**

The interested vendor should submit the balance sheet of last 3 years which shall include details of current asset, liability, working capital, annual turnover & net worth. .(Details to be filled in attached format)

**(H) Action after Process:**

The shortlisted vendor may be considered for future requirement.



**Form F-1**

**BIDDER'S GENERAL INFORMATION**

To,

M/S INDRAPRASTHA GAS LIMITED,  
NEW DELHI.

- 1-1 Bidder Name: \_\_\_\_\_
- 1-2 Name of Owner/ MD of organization \_\_\_\_\_
- 1-3 Number of Years in Operation: \_\_\_\_\_
- 1-4 Address of Registered Office: \_\_\_\_\_  
City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_
- 1-5 Operation Address  
if different from above: \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_
- 1-6 Telephone Number: \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)
- 1-7 Mobile Number, if any \_\_\_\_\_
- 1-8 E-mail address: \_\_\_\_\_
- 1-9 Website: \_\_\_\_\_
- 1-10 Fax Number: \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)
- 1-11 ISO Certification, if any {If yes, please furnish details}
- 1-12 Bid Currency \_\_\_\_\_
- 1-13 Port of shipment \_\_\_\_\_
- 1-14 Whether Supplier / Manufacture/Dealer/Trader/Service provider
- 1-15 Type of Material Supplies : \_\_\_\_\_
- 1-16 Nature of firm : Partnership firm/Prop firm / LLP/Private limited /Public ltd/Others

1-17 If others please specify \_\_\_\_\_

1-18 Details of Directors/ Proprietors/ Partners \_\_\_\_\_

\_\_\_\_\_

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-19 Banker's Name :

1-20 Branch :

1-21 Branch Code :

1-22 Bank account number : \_\_\_\_\_

**ONLY FOR INDIAN BIDDERS**

1-23 PAN No. : \_\_\_\_\_

1-24 TIN No.:

1-25 GSTIN Registration no.:

1-26 Whether SSI Registrant Or not : \_\_\_\_\_

(SIGNATURE OF BIDDER WITH SEAL)

Form F-2

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To  
M/S INDRAPRASTHA GAS LIMITED,  
NEW DELHI.

TENDER NO. \_\_\_\_\_ FOR CARRYING OUT  
\_\_\_\_\_

WHEREAS..... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated..... for carrying out of ..... (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE ..... (hereinafter called 'The Bank') are bound unto INDRAPRASTHA GAS LIMITED, IGL Bhawan, 4, Community Centre, Sector – IX, R. K. Puram, New Delhi 110 022 (herein after called 'IGL') in the sum of ..... for which payment well and truly made to IGL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this ..... day of ..... 2018

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by IGL during the period of bid validity
  - a) Fails or refuses to execute the Contract Form, if required: or
  - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay IGL upto the above amount upon receipt of its first written demand, without IGL having to substantiate its demand, provided that in its demand IGL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force upto and including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:

**Form F – 3 A**

**ANNUAL TURNOVER**

**Bidder must fill in this form**

Annual Turnover data for the last 3 years:

Year		Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

**SEAL AND SIGNATURE OF THE BIDDER**

**Form F – 3 B**

**FINANCIAL STATUS**

**Bidder must fill this form**

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

<b>Description</b>	<b>For the year of 2018-19</b>
	<b>Amount (in INR)</b>
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets - Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions;
  - All such documents reflect the financial situation of the bidder
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

**SEAL AND SIGNATURE OF BIDDER**

Form F-4

**DEVIATION FORM**

Name of Bidder:

Notes

- 1) BIDDER may give here a consolidated list of deviations/ clarifications/ comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations/ clarifications mentioned elsewhere in the offer shall not be hiding on the IGL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the remark column.
- 4) Only the deviations listed herein, in conjunction with the original Bid document, shall constitute

<b>Sec No./ Cls. No.</b>	<b>Page No.</b>	<b>Requirements as per tender</b>	<b>Deviation Bidder</b>	<b>by</b>	<b>Clarification/ Comments by Bidder</b>	<b>Remarks</b>
1)						
2)						
3)						
4)						
5)						
6)						

The bidder confirms that all clauses of the tender document as are not listed above are fully complied by the bidder.

(Signature of the bidder)

**Form F-5**

**CHECK LIST FOR AGREED TERMS AND CONDITIONS**

S.No.	DESCRIPTION	BIDDERS CONFIRMATION
1.	Price Basis Firm	Accepted
2.	Complete Scope of work as defined in the Bid documents	Included
3.	Confirmation of acceptance of bid document in Toto	Yes
4.	Prices include all Taxes, duties, levies, fees, insurance, etc.	Included
5.	Contract Validity (As per Bid document)	Accepted
6.	Terms of Payments (As per Bid document)	Accepted
7.	Performance Bank Guarantee to be submitted in twenty one (21) days	Accepted
8.	General /Special/ Technical terms & Conditions of Bid	Accepted
9.	Validity of bid	Accepted
10.	Bid Document fee (If not submitted earlier) DD No. & date: _____ Bank Name : _____ Amount Rs. _____	Submitted
11.	Bid Security (EMD) Details of EMD: DD/ BG No. _____ Dated _____ For Rs. _____ Bank Name: _____	Submitted
12.	Price Quoted as per SOR.	Yes
13.	Any deviation/exception listed separately in Form 4	Yes

Name of the Bidder : M/s

Signature :

Name :

Designation :

Date :

Seal :

**Form F- 6**

**DECLARATION (on Bidder's letter head)**

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

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

We also confirm that we have not been banned or delisted by any Indian Government organisation or its undertaking or JV CGD company of PSU from quoting.

SEAL AND SIGNATURE OF BIDDER



Form F-7

**PROFORMA FOR LETTER OF AUTHORITY**

No.

Date:

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

Sub: Bidding Document for

Sir,

We \_\_\_\_\_ hereby authorise following representative (s) to attend the Un-priced 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,

Signature  
Name & Designation  
For and on behalf of

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

**SEAL OF THE COMPANY**

**Form F-8**

**Details of litigation (on Bidder's letter head)**

**Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.**

Form F-9

(COVERING LETTER ON LETTER HEAD)

To,

Date:

Subject: Certificate regarding.....

Dear Sir,

We.....(name of the Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s.....(name of the bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place:

Date:

Encl.: As above

(Signature)

Name of Authorised Signatory

Membership No.

**Note:**

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

**FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT \***

**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

**(For supply of Goods/Works/Services)**

We have verified the Annual Accounts and other relevant records of M/s.....(Name of the bidder) and certify the following

**1.1 ANNUAL TURNOVER OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**1.2 FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

Description	Year <u>2018-19</u>
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:  
Chartered Accountant  
Date:

[Signature of Authorized signatory]  
Name:  
Designation:  
Seal:  
Membership no.

**Instructions:**

- 1.2.1 The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 1.2.2 The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
- 1.2.3 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"
- 1.2.4 \* Bidders whose accounts are not audited by auditors as per Law/jurisdiction, certification from a Chartered Accountant to be submitted.

**Form F-11**

**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 5 YEARS**

*(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)*

<b>Sr. no .</b>	<b>Description of the goods/works/services</b>	<b>LOA/PO /WO no. &amp; date</b>	<b>Full proposal, address &amp; phone nos. of client Name, designation &amp; address of engineer/officer-in-charge(for cases other than purchase)</b>	<b>Value of Contract/O rder (Specify Currency amount)</b>	<b>Date of Commence ment of work/servic es or supply of goods</b>	<b>Scheduled completion time(months ) delivery schedule</b>	<b>Date of actual completion/ supply</b>	<b>Reasons for delay in execution, if any</b>	<b>Project cost</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

**Place:**

**[Sign. Of authorized signatory of bidder]**

**Date:**

**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.
2. The supply/work/services completed earlier than 5 years need not be indicated here.
3. The list of supply/ work/ services not of similar nature need 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 Annex. 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)
7. 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.

**Certificate from the Statutory Auditor regarding Supply of Goods/Works/Services**

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).

Name of Audit Firm:

[Signature of authorized signatory]

Chartered Accountant:

Date:

Name:

Designation:

Seal:

Membership no.:

**Form F-12**

**DECLARATION ON TENDER DOCUMENT PURCHASED / DOWNLOADED (on Bidder's letter head)**

No.

Date:

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

Sub:- Bid Document no. IGL/ND/C&P/EC15678 for ARC of precision machining jobs for gas engines & compressors and rebuilding of engine cylinder heads, Corrigendum(s) & Reply to bidder's queries etc.

**Sir,**

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

Signature  
Name & Designation  
For and on behalf of



**CONTRACT – PERFORMANCE BANK GUARANTEE (AFTER AWARD)**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....

Date.....

To

INDRAPRASTHA GAS LIMITED

OWNER ORDER NO.....DATED.....

Dear Sir,

*In consideration of the 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 Owner order No. .... dated*

..... *A*

*nd the same*

*having been accepted by the VENDOR(SELLER/CONTRACTOR) resulting into CONTRACTS for supplies of materials equipments/execution of works/services as per above Owner Order having a total value of for the complete supply of materials/equipments/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/OWNER, on demand any and all moneys payable by the 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 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 upto 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 \_\_\_\_\_ 2015 \_\_\_\_\_ 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) branch,(Place).*

6. Details of issuing and operating branches are as under:

	Outstation Bank details	Local Operating 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 word).
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 -----."(1 month beyond expiry date.)

WITNESS

(Signature)

(Signature Bank Signatory)

Bank Rubber Stamp

(Name)

(Name)

(Official Address)

Designation with Bank  
Stamp plus Attorney as  
Per Power of Attorney

No.....

Dated.....