

Notification regarding Pre-Tender meet for Hiring services of Automated Meter Reading (AMR) system for PNG Industrial and Commercial customers and FRS

IGL intends to hire services regarding Automated Meter Reading (AMR) system as per scope of work specified below for PNG Industrial and Commercial customers and FRS. In continuation with that IGL intends to conduct a pre-tender meet with the interested bidders on 07.12.2021 at 15:00 hrs. on MS teams.

Bidders interested in participating in pre-tender meet shall reply to this email with their consent till 07.12.2021 at 12:00 hrs.

Note:-

1. Interested Bidders are required to mention their email id's upon which MS teams meeting link shall be sent.
2. Interested bidders shall send the email on mail id :- Sachin.mujoo@igl.co.in; karan.dhir@igl.co.in.
3. Bidders must send any query on the same email ids as mentioned in Point 2.
4. The link of pre-tender meeting shall be sent to the bidder on 07.12.2021 only upon confirmation.

Draft Scope of work w.r.t. subject is as below:-

SCOPE OF WORK FOR HIRING OF AUTOMATED METER READING SYSTEM FOR INDUSTRIAL & COMMERCIAL CUSTOMERS AND FIELD REGULATING STATIONS (FRS) FOR A PERIOD OF 05 YEARS

DESCRIPTION OF EXISTING SYSTEM:

Metering Skids are installed in Industrial and Commercial Customers premises that are owned by IGL. It consists of pressure reducing valve (PRV) with turbine/RPD flow meter and an electronic volume corrector. Different Process Variables such as Line pressure, temperature and uncorrected flow from turbine/RPD flow meter is used by EVC for the calculation of corrected gas quantity.

IGL also owns the Diaphragm/RPD meter installed at industrial & commercial customers (wall mounted system) i.e. where meter along with PRV are wall mounted. The index head of the meter is noted and multiplied by the correction factor (calculated manually) to calculate the corrected volume for billing purpose.

Previously installed AMR system (and its accessories) will be removed by the existing vendor and if in case the existing vendor emerges as L1 bidder after tendering process, he will have to replace all the accessories (with new) which are presently installed at sites.

Installation and operation of AMR Devices at IGL's site will be done by the vendor under their ownership (no cost to IGL) and IGL will be bound to pay the service charge only for the system on monthly basis for tenure of 5 years. IGL reserves the right of renewal or retendering on completion of tenure. The location of installation of

AMR devices will be same where AMR devices are installed at 565 no. s of sites (list attached). The details of IGL requirement is as given below-

Following data is required from meters where EVC is installed- 170 Nos:

(50 no. s of quantity may be shifted to/from EVC sites & it will be considered as relocation of AMR devices Data from both streams is required from FRS with Dual stream metering)

1. Pressure(Flowing)
2. Temperature
3. Yesterday's uncorrected total volume (6:00 AM to 6:00 AM)
4. Yesterday's corrected total volume (6:00 AM to 6:00 AM)
5. Total Corrected Volume
6. Total Uncorrected Volume
7. Conversion factor
8. Maximum uncorrected flowrate(m³/h)
9. Maximum corrected flowrate(Sm³/h)
10. Time/Date

Following data is required from meters where EVC is not installed- 320 Nos.

1. Total Uncorrected volume
2. Yesterday's Uncorrected total volume (6:00 AM to 6:00 AM)
3. Time/Date

Following data is required from FRS Flow Computers – 75 Nos.:

As of now, AMR is connected in 55 FRS.20 more FRSs are being considered as provision for future.

1. Pressure
2. Temperature
3. Yesterday's uncorrected total volume (6:00 AM to 6:00 AM)
4. Yesterday's corrected total volume (6:00 AM to 6:00 AM)
5. Total Corrected Volume
6. Total Uncorrected Volume
7. Conversion factor
8. Time/Date
9. Maximum uncorrected flowrate(m³/h)
10. Maximum corrected flowrate(Sm³/h)
11. Minimum uncorrected flowrate(m³/h)
12. Minimum corrected flowrate(Sm³/h)

(50 no. s quantity may be shifted to/from EVC sites it will be considered as relocation of AMR devices)

In addition to the existing system provided, following are the new requirements which are highlighted in yellow: -

1. The portal should have link sharing facility with the customer for checking readings.
2. Changes to be highlighted in portal where AMR counter is altered or reset by the vendor
3. Installation of AMR and sharing of data (through portal) within 1 week of newly commissioned customers
4. TAT of 1 week for updating in Portal where AMR is changed due to malfunctioned/maintenance

5. In case of AMR malfunction, Vendor to strictly provide daily timely readings to IGL.

GENERATION OF DAILY EXCEPTION REPORT

It should be reported on daily basis for the below mentioned segments: -

A. FRS

1. Flow below Qmin (difference in uncorrected volume shall be highlighted & report shall be generated on hourly basis)

2. Report generation for zero consumption hours.

3. Pressure

a. Variation in flowing pressure (any change in flowing pressure more than 0.5 bar shall be reported & highlighted)

b. It shall also be reported if pressure is constant for more than 5 hours

4. Temperature

a. Constant temperature should be reported

b. High temperature fluctuation should be reported (more than 5 deg C in consecutive hours shall be reported & highlighted)

c. Alarms should be generated if temperature/ pressure is constant for more than 24 Hrs.

5. Highlight sites from which data is not received at 6:00 AM and consumption shouldn't be updated in the AMR database if consumption of 6:00 AM isn't available.

B. I&C EVC & non EVC Sites

1. Zero consumption sites

a. List the sites with zero consumption for more than 5 days, 10 days, 20 days & more 30 days

2. Report the I&C customers where consumption is falling less than 50% average.

3. Report the repeated I&C customers where consumption is falling less than 50% average.

4. Highlight sites from which data is not received at 6:00 AM and consumption shouldn't be updated in the AMR database if consumption of 6:00 AM isn't available so that any confusion in billing could be avoided.

5. Abrupt reading to be highlighted & reported.

6. EVC battery life should be monitored.

Note: In addition to AMR system, the following items will be in Vendor scope

Note : In addition to AMR system, the following items will be in Vendor scope

1. Grid independent, Battery or Solar Panels with battery packs for powering of EVC/Sensors/Modem.

2. Data Transmission by GPRS, (GSM in case of GPRS failure) / LoRa.

3. Mode of communication should be one way.
4. Flow Meter reading using Pulse counters/OCR or any other competing technology.
5. Data Transmission cost. It includes SIM & monthly charges.
6. Local Storage of Data of atleast one month.
7. Vendor shall develop a web portal for accessing the AMR data, for users to monitor the hourly, daily, fortnightly & monthly data provided. Overall security web portal shall be ensured by vendor.
8. Vendor shall develop a complaint portal for online lodging of complaints. Status of the complaint shall be updated online for proper monitoring.
9. Software for Server/cloud server (Updation is in vendor scope).
10. 95% availability for each site over a period of one month.
11. Interfacing with SAP, Report Generation for analysis.
12. Interfacing with GSP.
13. Interfacing with Meter Data Management System (MDM).
14. AMR Data integration with IGL Connect Mobile App so that the customers can access their data using mobile app.
15. Daily Mail of Gas consumption & Meter reading of each customer to IGL.
16. SMS/email alerts/alarms in case of any abnormality.
17. Alarms should be generated at the AMR.
18. Cable Glands used should be double compression explosion proof.
19. Area of AMR installation may be Delhi, NCR, Rewari GA, Karnal GA, Muzzafernagar GA, Ajmer GA, Kaital GA.
20. All charges including transportation, lodging, boarding, materials cost, spares cost, etc. for rectifying the faults within the contract period will be in the scope of the Vendor.
21. Availability of AMR data in the dashobard should be before 9 AM daily.
22. Vendor must physically verify the readings (AMR data vs actual meter and EVC readings at site) once in three month and photographs of the same shall be shared to IGL.

SITE REQUIREMENTS (HARDWARE):

- Necessary Hardware required to get the above parameters from the field will be in scope of vendor. Installation of the hardware at the customer's premises will be in scope of vendor. IGL will not pay any amount for the same.
- Vendor should submit the details of hardware such as Make, Model, Approval certificates and catalogues of all the hardware along with the unpriced bid for technical evaluation.
- AMR system shall be compliant for Zone-1.
- ATEX certification Zone 1 for AMR system shall be provided.
- PESO/CCOE Nagpur certification shall be provided.
- Hazardous Area: Area Classification as per IEC-79 -Zone 1, Group IIA & IIB, T3/T4.
- Site Conditions: Temperature 0° C to 50° C (Design), Hot Humid, Tropical Saline Environment.
- Enclosure: IP 65 or above and Compatible for mounting in Zone-1 Hazardous area as mentioned above.
- Mounting: In side metering skid (Pipe/bracket as per skid requirement)

CENTRALISED SERVER:

- The central Server/cloud server (hardware for the Server i.e. PC, laptops etc.) required for the proposed AMR will be in the scope of vendor. The required licensed software etc. will be in the scope of Vendor.
- There should be two Server/cloud server. One is Main Master Server/cloud server/ (MMS) and other is server for disaster recovery.
- The Server/cloud server should be OPC compliant.
- Vendor shall provide the data accessibility for integration with IGL SAP-ISU (ECC 6.0 EHP 7) either through web services (Online data transmission) or through SAP Process Orchestration (Offline data transmission), GSP (General Service platform) & MDM (Meter Data Management system)
- The data transfer should be in such a format which is readily available for processing, access, read and uploaded in SAP and other systems. Data should be saved in compatible formats like csv/txt.
- The architecture/ protocol of AMR should be OPC compliant and should be shared with IGL. AMR should have ability to send the data to IGL Server directly using Internet/ Ethernet.

The centralized server / cloud server should be OPC compliant and should comply the following specifications for SAP connectivity:		
1	OPC Data Access	To read/write current data to OPC DA 2.05a or 3.0 compliant systems
2	OPC Historical Data Access	To read/write historical data to OPC HDA 1.20 compliant systems
3	OPC Alarms and Events	To access alarm & events data from OPC A&E 1.10 compliant systems
4	OPC Unified Architecture	To read current & historical data, write current data to OPC UA 1.00 build 235.0 compliant systems

Hourly Data :

SAP recommend using OPC DA/UA/A&E, web service connections for accessing hourly data.

Historical data :

SAP recommend using OPC HDA/ODBC, connections for accessing historical data

- The Server will be installed at vendor's premises and same will be maintained by the vendor. Vendor should be provided 24x7 days access to the Server. Supply and installation of required license, software etc. for Server will be in the scope of vendor.
- The Server/cloud server will be hooked up with the existing SAP system of IGL for automated billing.
- Server/cloud server shall communicate to the existing GSP, IGL Connect App, SCADA & MDM as required by IGL. Vendor shall provide necessary support required for achieving the same. No charges for integration will be given by IGL.

DATA AVAILABILITY:

- 95.00 % data availability over a month's period for each site to be ensured by the vendor.
- Scan Time of Necessary Values for AMR should be 1 hour or better.

- Data should be transmitted to centralized Server/cloud server once in 24 hour's Basis.
- The data transmission between AMR and remote Server/cloud server shall be encrypted to prevent intruder access.
- Overall data security shall be ensured by vendor through suitable encryption to prevent intruder access.
- Number of user ID and password for logging on to Server/cloud server shall be as desired by IGL.
- In case of its failure, penalty will be imposed.

REPORTS:

- Hourly, Daily, Monthly & SAP reports as per IGL requirement shall be generated for analysis purpose.
- Vender shall generate daily exception report and the same should be submitted to IGL through e-mail.
- The software used should be capable of generating trends, alarms and graphics. Any updation/modification in reports/formats as per IGL requirement should be done by the vendor free of cost.

DATA STORAGE FACILITY:

- Data security through password facility and hardware sealing.
- Parameters and programmed constants shall be stored in memory.
- The stored data at site should be retrievable by using laptops/centralized system.
- System should be capable to store hourly log, Daily log and event logs for one year.

ANY UPGRADE/ADDITION TO THE EXISTING SYSTEM:

- Vendor shall support the supplied software for entire duration of contract. In case any updating of the software/system is required, vendor will update the same without any additional cost to IGL.
- System should be capable of integrating new customers in future.
- Make and type/ Model of currently installed meter, EVC and Flow computer are as follows:

METER TYPE & MAKE DETAILS		
S. No.	Meter Type	Meter Make
1	RPD	Itron Delta
2		Dresser Roots
3		Common
4		Elster
5		Romet
6		FMG
7		Dresser IMRM

EVC TYPE & MAKE DETAILS		
S. No.	EVC Make	Model
1	Itron	Corus (Compact)
2	Itron	Corus
3	El Gas	Mini Elcor
4	Pietro	Fiorentini
5	Elster	EK 220
6	Dresser	PTZ LOG
7	Romet	Adems

8		Schlumberger
9		Actaris
10		TANCY
1	DIAPHRAGM	Itron Delta
2		Elster
3		Raychem
4		AEM
5		Zener
1	TURBINE	Itron Delta
2		Dresser (Roots)
3		Rockwin
4		RMG

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FLO COMPUTER TYPE & MAKE DETAILS		
S. No.	FC Make	Model
1	BRISTOL	GFC
2	Fisher	Floboss
3	Emerson	Floboss FB 107
4	Thermo Scientific	Auto Pilot Pro

- IGL reserves the right to increase total SOR quantity (new locations/customers). The price of adding new sites will be same as mentioned in SOR. However the end of contract period shall remain the same for all the sites.
- The number of locations/ customers may vary.
- Relocation of AMR system from one location to another may be done if required by IGL.
- Any theft/mishandling of the system is in vendor scope.

PENALTY CLAUSE:

A.) Penalty for installation & commissioning:

- In case the vendor fails to complete the installation and commissioning within one year from the date of FOI/ P.O., then, unless such failure is due to Force Majeure or due to IGL's defaults, then vendor shall pay to IGL the way of price reduction, a sum of Rs. 500/- per site/month. (For example if the vendor successfully installed and commissioned 455 out of 565 allotted for AMR installation within one year, then deduction would be Rs 55,000/- per month).

B.) Penalty for Data Availability:

- In case of lower data availability from any site, the same has to be rectified within 48 hours. Failing to meet the 95% availability over a month's period, the penalty @ Rs.200 per day beyond that for the respective site will be levied. This amount will be deducted from subsequent bill.
- The maximum penalty will be equal to 50% of the monthly rental amount of the particular site. However, if data is not available for 20 or more days in a month, then the service charge for that particular site will be zero.

PRECLOSER:

- In case of non-satisfactory performance of the entire system after three months, identification of the reasons will be done jointly by IGL and the vendor and thereafter another 4 weeks of trial shall be permitted.

- In case of non-satisfactory performance of the entire system even during the extended period, the order will be cancelled / terminated as per the clause 30.0 of GCC and no payment will be released and the vendor will be asked to take back the installed system. The applicable bank guarantee will be forfeited.

TRAINING:

- The bidder shall be required to hold a training session at site as well as in IGL head office initially for approx. 20 personnel and thereafter every year during the contract period to facilitate the operations and to provide hands on training to the dealing staff.
- The training shall include installation, programming, trouble shooting and analysis of data.
- The bidder shall provide requisite information and hard copies of manuals for reference.
- IGL will not reimburse any charges for the training.
- Training shall be conducted at IGL premises.

MAN POWER:

- All manpower including engineers, technicians etc. associated with the project shall be required to wear protective gear such as safety shoes, helmets, goggles etc.
- All manpower deputed at site for installation and commissioning of equipment shall be covered under statutory government compliances of PF, ESI, accident insurance, death, disability etc.
- Bidder shall submit organogram towards the project team that shall be deputed for installation and commissioning and proposed location of his choice in Delhi for his project office.
- After successful commissioning of the project bidder shall provide dedicated team of three engineers in shift A&B and One engineer in shift C (each shift is of eight hours) for operation and maintenance of the AMR system in IGL. Engineers deployed should be Graduate engineers/Diploma engineers in electrical/electronics/instrumentation field with minimum experience of 2 years for graduate engineers and 6 years for diploma engineers on similar system.

RECOMMENDED COMPONENTS VENDOR'S LIST:

Server

- IBM
- HP
- DELL
- Lenovo
- HCL
- Or equivalent (subjected to IGL approval)

BATTERY BACKED UP POWER SUPPLY SYSTEM:

Vendor may utilize

- Solar – battery hybrid system which shall consist of the following but not limited to:
- Solar Panel of suitable size and rating for charging the battery packs.
- Maintenance free battery of suitable size and rating which will provide continuous supply for a minimum of 10 days in case of no re-charging and/or no sunlight for 10 days.

- All the required accessories for necessary controlling and conversions.
- All the necessary power connectors and glands.
- Solar panels shall be mounted as per safe area standard.
- Surge Protector of necessary specifications as required for each set-up.
- Mounting arrangement of Solar Panel setup
- A pole shall be provided by the vendor for mounting the solar panel, explosion proof cabinet housing the GPRS gateways and batteries, antenna etc. IGL will only provide the space for installation of solar panel cabinet, and the installation & commissioning of the whole set up including the grouting of the pole shall be in the scope of Vendor.

Or

- Battery only system which might involve
- Periodic change of the batteries installed in AMR Module system.

INSTALLATION WORK AT MAIN MASTER SERVER (MMS) & BACK UP MASTER SERVER (BMS):

Power supply

- At MMS and BMS locations, power (230 VAC, 50 Hz) at single point shall be provided by IGL. UPS, further laying of power cables and distribution to individual equipment is in the scope of vendor.
- If any other voltage levels are required, then all necessary conversions shall be in the scope of vendor.
- Power extensions boards if required at MMS and BMS locations are in the scope of vendor.

Earthing

Each rack at MMS and BMS locations shall be provided with earthing lugs with their frames. All these lugs / strips shall be properly secured to the electrical earthing bus.

General Conditions w.r.t. subject

1.0 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as ascribed to such term hereunder:
- **'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.
 - **'Completion Schedule'** means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
 - **'Contract Documents'** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
 - **'Contract Price'** means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
 - **'Day', 'Month' or 'Year'** means calendar day, calendar month or calendar year.
 - **'Engineer In-charge'** means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying

out of his Project and in particular the implementation of the relevant Agreement. The Engineer In-charge is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer In-charge. In case the Agreement does not specify the intervention by the Engineer In-charge, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.

- (g) **'Effective Date'** means a date on which Contractor's obligations will commence and thereupon Completion Schedule will be drawn up.
- (h) **'Goods'** means all of the equipment, machinery, and/or other materials which the Contractor may be required to supply to the Purchaser / Owner under the Agreement.
- (i) **'GCC'** means the General Conditions of the Contract contained in this section.
- (j) **'Inspector'** means any person or outside Agency nominated by Purchaser / Owner to inspect work, equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- (k) **'Notification of Award'** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- (l) **'Purchaser' or 'Owner'** shall mean Indraprastha Gas Ltd. (IGL), a company incorporated in India having its registered office at IGL Bhawan, 4, Community Centre, Sector-IX, R.K.Puram, New Delhi-110022, India. The term Owner includes its successors & assigns.
- (m) **'Services' or 'Works' or 'Ancillary Services'** means the services required to be performed by the Contractor as per the Agreement including those services ancillary to the supply of any Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- (n) **'Site' or 'Purchaser's stores'** means the place or places named in tender document for execution of work and/or delivery of goods.
- (o) **'SCC'** means the Special Conditions of the Contract forming a part of the Contract Documents.
- (p) **'Contractor' or 'Seller' or 'Supplier' or 'Vendor'** means the individual person or firm or body corporate providing the Services and/or supplying the Goods under the Agreement.
- (q) **'FOT'** – means that the Services and/or Goods or supply items shall be delivered and done at site(s), warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

2.0 APPLICATION

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

3.0 CONTRACTOR TO INFORM

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

4.0 SCOPE OF CONTRACT

- 4.1 Scope of the CONTRACT shall be as defined in the Purchase Order / Contract specifications, drawings and Annexure thereto. For provisions not covered under the Purchase Order / Contract, provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the tender document against which the Purchase Order / Contract has been placed shall prevail.
- 4.2 The Contractor shall follow the best modern practices in the execution of services and provide the Services in a thorough workmanlike manner and execute the work in prescribed time to the entire satisfaction of Purchaser.

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

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

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

6.0 STANDARDS

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

7.0 CONFIDENTIALITY

- 7.1 The Contractor cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector.
- 7.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 7.3 However, these obligations do not apply to documents for which it can be demonstrated that,
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 7.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Purchaser in these matters.
- 7.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's obligations under the Agreement.
- 7.6 The Contractor shall not, without the Purchaser's / Consultant's prior written consent, disclose the Contract or any provision thereof, or any specification, plan, drawing, pattern, sample or

information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.

8.0 CONTRACT OBLIGATIONS

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

9.0 MODIFICATION IN CONTRACT

- 9.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects, shall be considered valid only when accepted in writing by Purchaser / Consultant by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed completion schedule and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 Purchaser / Consultant shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices and other documents which purport to impose any conditions at variance with or supplemental to Contract.

10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

- 10.1 In case the Contractor's performance is delayed due to any act or omission directly attributable to Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Work, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his Work against written request by contractor and after Owner's verification.
- 10.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted, except when contractor is requested by Owner to maintain the agreed time schedule of completion by engaging additional Contractor's personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date / interim targets.

11.0 PATENT RIGHTS

- 11.1 The Contractor shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods. Therefore, the Contractor shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Work to the extent needed to avoid any such infringement.
- 11.2 In case of legal action or proceedings for infringement against the Owner, the Contractor undertakes to:
- Stand up for the Owner in the defence of his rights and interests;
 - Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
 - Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests;

- Reimburse to the Purchaser, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings;
- To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Contractor alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.

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

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

12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

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

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

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

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

16.0 PAYMENT TERMS

- 16.1 The Contractor's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 16.2 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid, as well as in other currencies in which the Contractor had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.
- 16.3 General Notes:
- (a) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Fax of Intent together with Performance Guarantee as applicable.

- (b) For dispatches on FOT dispatch point (in India) basis, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- (c) Payment shall be released within 45 days after receipt of relevant documents complete in all respects.
- (d) All bank charges incurred in connection with payments shall be to Contractor's account in case of Indian bidders and to respective accounts in case of foreign bidders.
- (e) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- (f) No interest charges for delay in payments, if any, shall be payable by Purchaser.
- (g) Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material/service at site.

17.0 PRICES AND PRICE BASIS

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

18.0 ASSIGNMENT

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

19.0 SUB-CONTRACTING

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

20.0 TIME SCHEDULE & PROGRESS REPORTING

20.1 Time Schedule Network / Bar Chart

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

20.2 Progress Trend Chart / Monthly Report

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

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

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

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

21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

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

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

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

22.0 PRICE REDUCTION SCHEDULE (PRS)

22.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per week or part thereof of delay of the value of the "the work portion" that is delayed per week or part thereof subject to maximum of 5% (Five Per Cent) of the total contract value.

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

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

23.0 TERMINATION FOR DEFAULT

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

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

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

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

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

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

24.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

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

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

25.0 TERMINATION FOR INSOLVENCY

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
 - (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 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Contractor or Purchaser and not involving the Contractor's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:
- a) War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
 - b) Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
 - c) Explosions, fires, destruction of machinery, plant and installations of any nature
 - d) Arbitrary action, if any of the Government of India or a relevant State;
 - e) Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement, provided such refusal is not the result of the doing of the parties.
 - f) Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.
- 27.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.
- 27.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.
- 27.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.
- 27.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

28.0 SETTLEMENT OF DISPUTES

- 28.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 28.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 28.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.4 Indraprastha Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty (30) days from receipt of a nomination by Indraprastha Gas Limited, Indraprastha Gas Limited will have right to choose the Sole Arbitrator.
- 28.5 The Arbitration proceedings shall be held in Delhi and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 28.6 It is hereby clarified that the Courts at Delhi alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 28.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The Work under the Contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

29.0 LIMITATION OF LIABILITY

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

30.0 PUBLICITY AND 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 Courts at Delhi shall have exclusive jurisdiction.

33.0 NOTICES

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

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

34.0 TAXES, DUTIES AND LEVIES

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

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

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

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

34.5 Any statutory variation in GST within the contractual period for the SOR items shall be to IGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only and any variation in taxes beyond such period shall be borne by the Contractor.

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

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

34.8 Service Provider / Supplier of Goods providing taxable service / goods shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. GST, if applicable, shall be paid after

verifying GST Registration number. Each item's cost and GST as applicable shall be provided in all the invoices along with GST registration no. & HSN/SAC codes for the services provided / goods delivered.

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

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

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

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

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

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

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

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

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

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

35.0 TIME FOR PERFORMANCE

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

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

36.0 TRANSFER OF TITLE

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

37.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT

- 37.1 In any case in which any of the powers conferred upon the Owner by the clause entitled "Termination for Default" hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Performance guarantee and the liability of the Contractor for past and future compensation shall remain unaffected.
- 37.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

38.0 CHANGE IN CONSTITUTION

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

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

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

43.0 POSSESSION PRIOR TO COMPLETION

The Engineer-In-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract agreement. If such prior possession or sue by the Engineer-In-Charge delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly.

44.0 DEFECTS IN WORK

44.1 DEFECTS PRIOR TO TAKING OVER

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

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

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

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

Implementation of Apprentices Act, 1961:

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

Contractor to indemnify the Employer:

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

Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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

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

Health and sanitary arrangements for workers:

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

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

56.0 EVALUATION OF PERFORMANCE

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.