



INDRAPRASTHA GAS LIMITED

TENDER DOCUMENT

FOR

**HIRING OF CONTRACTORS FOR LMC WORK FOR IGL'S
CGD NETWORK THROUGH WALK-IN METHOD**

TENDER DOCUMENT NO. IGL/ET2/CP/CP18908

PART – I OF II

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SECTION I
INVITATION FOR BID (IFB)

**OPEN DOMESTIC TENDER
(THROUGH WALK-IN PROCESS)**

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

**HIRING OF CONTRACTORS FOR LMC WORK FOR IGL'S CGD NETWORK THROUGH WALK-IN
METHOD AT IGL NEW DELHI**

TENDER DOCUMENT NO. IGL/ET2/CP/CP18908

1.0 INTRODUCTION

Indraprastha Gas limited (IGL) (hereinafter referred as “Purchaser”) is a leading natural gas retailing and distribution company and is a joint venture of GAIL India Ltd., BPCL and Govt. of NCT of Delhi. It is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles through steel / PE pipeline networks in NCT of Delhi & NCR along with geographical areas in UP, Haryana and Rajasthan state.

2.0 BRIEF SCOPE

2.1 Brief scope of work involves the execution of:

- (a) GI/Cu/MLC installation activities.
- (b) Service line installation activities.
- (c) Domestic PNG conversion activities

in O&M and scattered areas across all IGL GAs.

2.2 Tender scope has been distributed among seven (07) segments as below:

Segment	Zone
Seg-1	North-West Delhi
Seg -2	East-Central-South Delhi
Seg -3	Gautam Budh Nagar
	Ghaziabad, Hapur
Seg -4	Gurugram, Rewari
Seg -5	Karnal, Kaithal
Seg -6	Muzaffarnagar, Meerut, Shamli
	Kanpur, Fatehpur, Hamirpur
	Banda, Mahoba, Chitrakoot
Seg -7	Ajmer, Pali, Rajsamand

2.3 Refer Tender Part – II of II (Technical Volume) for detailed Scope of Work and Technical Specifications.

3.0 DURATION OF CONTRACT

3.1 Duration of contract shall be **six (06) months** from the date of first notification of award from IGL.

3.2 Mobilization period of 15 days shall be provided from the date of award.

4.0 BID VALIDITY AND BIDDING PROCEDURE

4.1 Bid Validity: Bid should be kept valid for **90 (Ninety) days** from the date of opening of techno-commercial bid.

4.2 Bidding Procedure: Bidding will be conducted through “*Walk-in Selection Process*” and “*Single-stage single-bid system*” is adopted for this tender.

- 4.3 Interested bidders meeting the qualification requirements may participate in the Walk-In Process along with all requisite self-attested documents as specified in the bidding document.

5.0 DETAILS OF TENDER DOCUMENTS

Tender document number	IGL/ET2/CP/CP18908 dated 25.06.2026
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S. No.	GA	Venue for Walk-in	Walk-in Date and Time
1	Rajasthan (Ajmer, Pali and Rajsamand) (Seg-7)	Plot no.03, 2nd Floor (above DIY store/near Getwell Hospital), AMC no.119/01, Kh no. 2157 Thok Teliyan Vaishali Nagar, Ajmer, Rajasthan - 305001	02.07.2026 10:00 AM to 05:00 PM
2	Uttar Pradesh (Kanpur, Fatehpur, Hamirpur, Muzaffarnagar, Meerut, Shamli, Banda, Mahoba, Chitrakoot) (Seg-6)	1st Floor, Quantum Building, C-3, Block-C, Noida Sector-3, Uttar Pradesh - 201301	
3	Haryana (Rewari, Gurugram, Karnal, Kaithal) (Seg-4 & 5)	IGL Bhawan, Plot no. 4, Community Center, R.K. Puram Sector-9, New Delhi - 110022	
4	Delhi, Gautam Budh Nagar, Ghaziabad, Hapur (Seg-1, 2 & 3)	IGL Bhawan, Plot no. 4, Community Center, R.K. Puram Sector-9, New Delhi - 110022	04.07.2026 10:00 AM to 05:00 PM

- 5.1 Please note that in accordance with the general conditions of tender, IGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

6.0 DOWNLOADING OF TENDER DOCUMENT

- 6.1 Tender Document can be downloaded from official IGL website <http://iglonline.net>.
- 6.2 Bidders meeting the evaluation/qualification criteria who intend to submit their bid may download the tender for submission on the due date and time of walk-in process. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.
- 6.3 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.
- 6.4 **Disclaimer clause:** Bidders are advised to visit IGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.
- 6.5 Bid shall be submitted in a single envelope containing all technical and commercial documents along with Price bid containing only the percentage quotation over IGL offered Schedule of Rates, without any conditions, in the prescribed format only.

7.0 BIDDER EVALUATION CRITERIA (BEC)

7.1 Technical BEC:

The bidder to submit Copy of at least one Work order during the last 7 years indicating proof of experience in carrying out of PNG connection/pipeline-related works in the gas, water supply, drainage, telecom or any other utility sector for directly or indirectly for any CGD Companies, or for any other company.

OR

Copy of at least one completion certificate/ execution certificate during the last 7 years indicating experience in carrying out of PNG connection/pipeline-related works in the gas, water supply, drainage, telecom or any other utility sector for directly or indirectly for any CGD companies, or for any other company.

Note:

- 1) There is no minimum work order & financial BEC.
- 2) Contractors inducted under IGL Tender No. CP18519 on 01.02.2026 and who have achieved the cumulative RFC targets in their respective allotted segment(s) during the period from 01.03.2026 to 31.05.2026 shall be considered for participation under the proposed Walk-In Methodology, limited to the segment(s) in which such targets have been achieved.
- 3) Further, such contractors shall be required to maintain an average RFC strike rate not less than that achieved during April 2026 and May 2026 under Tender No. CP18519. In the event of failure to maintain the aforesaid performance level, IGL reserves the right not to allocate, suspend or withdraw work under the Walk-In Methodology.

Notes

- (a) All documents submitted by bidders shall be duly self-attested.
- (b) The window for acceptance of bids shall be as per clause 5.0 above only.
- (c) No TQ/CQ shall be raised, evaluation shall be done only on the basis of document submitted during original bid submission.

8.0 BID DOCUMENTS

8.1 Following bid document shall be submitted mandatorily with the bid:

- (a) Basic credentials of Bidder
- (b) Copy of PAN
- (c) GST Registration, if applicable
- (d) Work experience documents – Copy of LOA / Work Order / Completion certificate / Work Execution Agreement
- (e) Declaration of acceptance of Terms and Conditions of Tender (as per format given in this tender)
- (f) The price bid containing Schedule of Rates with overall percentage of discount/mark-up (as per format given in this tender)
- (g) Undertaking for deployment capability (as per format given in this tender)
- (h) Undertaking for existing contractors (under tender IGL/ET2/CP/CP18519) (as per format given in this tender)
- (i) Any other Forms and Formats provided in this tender document.

8.2 *Note: The Bidder will be required to submit the self-attested copies all the aforesaid documents.*

9.0 SELECTION AND AWARD METHODOLOGY

9.1 Walk-In Selection Drive shall be conducted at four places (as per clause 5.0 above) for IGL GAs as given below:

- (a) Delhi, Gautam Budh Nagar, Ghaziabad, Hapur
- (b) Haryana (Rewari, Gurugram, Karnal, Kaithal)
- (c) Uttar Pradesh (Kanpur, Fatehpur, Hamirpur, Muzaffarnagar, Meerut, Shamli, Banda, Mahoba, Chitrakoot)
- (d) Rajasthan (Ajmer, Pali, Rajsamand)

on the notified date and venue to facilitate participation of local contractors.

- 9.2 Interested bidders shall carry and submit all requisite qualification documents, manpower deployment undertaking (format provide under Section-VII of this tender) and price bids during the Walk-In Process.
- 9.3 The window for acceptance of bids under walk in methodology shall be on notified date only within the given time period as per clause 5.0 above, though same may be extended till the time required quantity of contractors is not met.
- 9.4 No TQ/CQ shall be raised, evaluation shall be done only on the basis of document submitted during original bid submission.
- 9.5 To protect commercial viability and prevent unrealistic bidding, a **capping limit of $\pm 5\%$** shall be applicable on quoted rates.
- 9.6 The Schedule of Rates (SOR) shall be predefined (as provided at Section-VI of this tender) and Bidders shall quote a discount or mark-up upon the same.
- 9.7 The bidder quoting the lowest evaluated price for the respective segment shall be ranked as L1, and subsequent rankings shall be determined in ascending order of evaluated bid price.
- 9.8 The finalized L1 rates shall be offered to other technically qualified bidders for rate matching. Qualified bidders willing to match the finalized L1 rates shall be considered for award, subject to the contractor requirement envisaged by IGL.
- 9.9 In case the number of bidders participating in the Walk-In Methodology (and also in case at the same rank) exceeds the requirement, awards shall be made on a first-come, first-served basis (Through Register entry) and accordingly bidder ranks will be decided. Further, additional bidders shall be kept in pool and may be considered for award of contract on need basis in future on sole discretion of IGL.
- 9.10 Bidder having experience of PNG infrastructure works in CGD Company directly, can be awarded two segments but in different state.
- 9.11 Initial Purchase Orders shall be issued with limited value to assess contractor performance, manpower deployment and execution capability. Further enhancement of value shall be based on execution performance and project requirements.
- 9.12 IGL has the sole discretion to qualify or accept the applications for award of job or reject the proposal without assigning any reason whatsoever. Merely showing the documents to the IGL team does not guarantee the award of work.

10.0 CONTRACTOR REQUIREMENT

- 10.1 228 No. of contractors have been envisaged for this project and value of Rs 1.00 Cr. (Excl. GST) each shall be awarded to all eligible and qualifying contractors.
- 10.2 The contractors shall be distributed among 07 segments as below:

Segment	ZONE	Contractors (Nos.)
Seg-1	North-West Delhi	48
Seg-2	East-Central-South Delhi	45
Seg-3	Gautam Budh Nagar, Ghaziabad, Hapur	50
Seg-4	Gurugram, Rewari	20
Seg-5	Karnal, Kaithal	20
Seg-6	Muzaffarnagar, Meerut, Shamli	25
	Kanpur, Fatehpur, Hamirpur	
	Banda, Mahoba, Chitrakoot	
Seg-7	Ajmer, Pali, Rajsamand	20
	Total	228

11.0 AWARD PHILOSOPHY

- 11.1 Initially, PO shall be issued with 25% value with the validity period of 6 month and subsequently PO value shall be increased by 2 times of the previous PO value on the basis of the execution of work after EIC approval. The award of PO shall be as below:

Initial PO value incl. GST	1st PO Amendment incl. GST	2nd PO Amendment incl. GST	Total Contract Value*
25 Lakh	25 Lakh	50 Lakh	1 Cr

12.0 INCENTIVE MECHANISM

- 12.1 To facilitate retention and mobilization of skilled plumbers and to accelerate PNG conversion activities, an incentive of ₹200 per RFC shall be paid (out of the connection SOR) by the contractor directly to the executing plumber upon successful completion of the RFC, without any financial implication to IGL.
- 12.2 The contractor shall submit documentary evidence and undertaking regarding disbursement of incentive and any other supporting documents as may be required by the concerned IGL Zonal In-Charge/Engineer In-Charge for verification.

13.0 PERFORMANCE MONITORING

- 13.1 If any contractor successfully executes work of value Rs. 1.00 Crore or above against this tender, shall be considered as qualified for one segment of lowest pool value of the upcoming IGL tender of MDPE laying and GI/Cu installation subject to positive net worth requirement as per tender.
- 13.2 Contractors shall be required to achieve a minimum of 150 DPNG connections per month in Delhi, Gautam Buddh Nagar and Ghaziabad GAs and 100 DPNG connections per month in other GAs subject to the availability of the interested working front. After two months if the cumulative achievement is less than 80% of the total target, same shall be treated as unsatisfactory performance and will lead to short-closure of the contract on sole discretion of IGL. Empanelled contractors can be given the work order in place of the defaulter on sole discretion of IGL.

14.0 CONTRACT AMENDMENT

- 14.1 If contractors do not fully utilize their awarded value due to inadequate mobilization of manpower and resources, resulting in unconsumed contract value. To ensure continuity of execution and achievement of project targets, additional value of up to 20% of the Maximum Awarded Value may be allocated to performing contractors who exhaust their awarded value during the contract period.
- 14.2 IGL at its sole discretion may enhance the contract value of performing contractors by up to 20% of the Maximum Awarded Value, based on project requirements and execution performance. Any further enhancement beyond this limit, if required, shall be on sole discretion of IGL.
- 14.3 Price Variation - No price variation/WPI escalation shall be applicable during the contract period.

15.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 15.1 Not applicable

16.0 GENERAL

- 16.1 IGL reserves the right to place the order for part quantity.
- 16.2 IGL reserves the right to split the total scope of work among more than one bidder.
- 16.3 Purchaser (IGL) reserves the right to increase or decrease the scope of work of bidders before or after award of work.
- 16.4 Bids through Post / Fax / E-mail are not acceptable.
- 16.5 Purchaser will not be responsible for cost incurred in preparation and delivery of bids.
- 16.6 IGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 16.7 Neither the bidder themselves nor any of their directors or proprietors involved in any capacity, or any of its subsidiary, affiliate, sister concern or any other agency over which the bidder has substantial control must be

currently serving any banning orders issued by IGL, any government ministry / MOPNG / Delhi Government / Promoter) / any government (national, state or local), PSU, PSU-JV and/or other government entities debaring them from carrying on business dealings with them.

SECTION II
INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1.0 SCOPE OF BID

- 1.1 The Purchaser invites bids through walk-in selection method for the work as specified in the tender documents (hereafter referred to as the Work).
- 1.2 The bidding document specifies the materials/services required as per details mentioned.
- 1.3 All terms, conditions and specifications of the tender document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in manner as specified in the tender document. In case, any contrary provision expressly stated or implied anywhere else in the tender document, purchaser reserves the right to evaluate and accept bids at their sole discretion.

2.0 ELIGIBILITY OF BIDDERS

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.
- 2.4 The Bidder nor any of their directors or proprietors involved in any capacity, or any of its subsidiary, affiliate, sister concern or any other agency over which the bidder has substantial control are currently serving any banning / holiday orders issued by IGL / GAIL / BPCL due to any reason. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.
- 2.5 Bids received from bidders who have initiated any court proceedings, arbitration proceedings or started any other litigation process with IGL and pending for settlement shall not be considered for evaluation.

3.0 ONE BID PER BIDDER

- 3.1 Each bidder shall submit only one bid in the same bidding process either by himself or as a member of consortium/joint venture, (wherever consortium or joint venture is allowed). A bidder who submits or participates in more than one bid in the same bidding process will cause all the proposals in which the bidder has participated to be disqualified.
- 3.2 "More than one bid" means bid(s) by bidder(s) having any of the Proprietor / Partner / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply with this clause during tendering process will disqualify all such bidders from process of evaluation of Bids.
- 3.3 Alternative Bids shall not be considered.
- 3.4 The provisions mentioned above at 10.1 and 10.2 shall not be applicable wherein Bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender, which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

4.0 SINGLE POINT RESPONSIBILITIES

- 4.1 The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub-service provider.

5.0 COST OF BIDDING

The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

6.0 NON-TRANSFERABILITY OF THE TENDER DOCUMENTS

6.1 Tender documents are non-transferable. The party to whom the Tender documents are issued may only furnish the bid. The bid received from any party other than to whom the Tender documents are issued shall be rejected immaterial of fact of any relationship between party to whom Tender documents are issued and party, who furnished the bid.

7.0 SITE VISIT

- 7.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 7.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

B. BID DOCUMENTS

8.0 CONTENTS OF TENDER DOCUMENTS

8.1 The Tender documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause of Instruction to Bidder (ITB):

- (a) Section – I - Invitation for Bid (IFB)
- (b) Section – II - Instruction to Bidder (ITB)
- (c) Section – III - General Conditions of Contract (GCC)
- (d) Section – IV - Special Conditions of Contract (SCC)
- (e) Section – V - Scope of Work (SOW)
- (f) Section – VI - Schedule of Rates (SOR)
- (g) Section – VII - Forms and Formats

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. The Tender documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Tender documents or submission of a bid not substantially responsive to the Tender documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

9.0 EARNEST MONEY DEPOSIT / BID SECURITY

Not applicable.

10.0 CLARIFICATION ON TENDER DOCUMENTS

10.1 Any clarification of the Tender documents will be hosted on official IGL website <http://www.iglonline.net> along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Tender documents.

11.0 AMENDMENT OF TENDER DOCUMENTS

11.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.

- 11.2 Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on the IGL's official website before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addenda / corrigenda / clarifications to bidders query hosted on the above websites before submitting the bid.
- 11.3 Bidders are advised to visit IGL's website from time to time to get updated information / documents.
- 11.4 In case of any inconsistency between an addendum/corrigendum and this tender document, the addendum/corrigendum shall prevail and in similar case between two or more addenda/corrigenda, the last issued addendum/corrigendum shall prevail.
- 11.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

C. PREPARATION OF BID DOCUMENT

12.0 LANGUAGE OF BID

- 12.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 12.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid

13.0 DOCUMENTS CONSTITUTING THE BID

- 13.1 The Bidder must provide individual and factual replies to specific questions asked in the forms.
- 13.2 The bid prepared by the bidder shall comprise of the documents as specified in this tender document.
- 13.3 All the documents submitted shall be duly signed and stamped on each page by the authorized signatory of the bidder.
- 13.4 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.
- 13.5 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 13.6 All signatures in bids shall be dated, as well as all pages of bids shall be initialled at lower right hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 13.7 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 13.8 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.

14.0 BID PRICES

- 14.1 The Prices should be quoted in INR only.
- 14.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices/percentage (as applicable) of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 14.3 Bid quoted for part scope is liable to be rejected.

- 14.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation or provision for price variation provided in the tender document.
- 14.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads, provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 14.6 Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes & duties for Indian bidders)
- 14.7 GST applicable for delivering the material in IGL stores /sites located in the state of NCT of Delhi shall be to the bidders account & paid by the bidder. IGL will furnish requisite road permits for facilitating entry ordered material in to the state on request by the bidder. Bidder has to note and quote accordingly.

15.0 PRICE BASIS

- 15.1 Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes for Indian bidders or provision for price variation provided in the tender document).

16.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 16.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria stipulated in the Tender

17.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS

- 17.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.
- 17.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- a detailed description of the essential technical and performance characteristics of the goods;
 - an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 17.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

18.0 PERIOD OF VALIDITY OF BIDS

- 18.1 The bid shall remain valid for 90 days from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.
- 18.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A

Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

19.0 FORMAT AND SIGNING OF BID

- 19.1 All copies of the bid uploaded shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

20.0 DEVIATIONS

- 20.1 Purchaser will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/commercial aspect of the offer.
- 20.2 **This is a zero deviation tender, and any deviation to the tender terms and conditions is not acceptable. Deviations listed anywhere in the bid will render the bid liable for rejection.** In case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.
- 20.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

D. SUBMISSION OF BIDS

21.0 DEADLINE FOR SUBMISSION OF BID

- 21.1 The bid must be submitted as specified in Section-IFB not later than the time and date as specified in Section-IFB.
- 21.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the tender document extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

22.0 LATE BIDS

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

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited, if any.

E. BID OPENING AND EVALUATION

24.0 BID OPENING

- 24.1 The Purchaser will open all eligible bids, at the time, on the date (as specified in IFB). The Bidders' representatives, who choose to attend the bid opening physically, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.
- 24.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD), if applicable, and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without Bid Security.

24.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

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

25.0 CLARIFICATION OF BIDS

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

26.0 CONTACTING THE PURCHASER

26.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.

26.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

27.0 PRELIMINARY EXAMINATION

27.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

27.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Tender documents without deviations.

27.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

28.0 REJECTION CRITERIA

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

28.2 The provisions of the following clauses of the Tender document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:

- (a) Firm Price
- (b) EMD/Bid Security Declaration
- (c) Complete Scope of work
- (d) Specifications
- (e) Price Schedule in other than prescribed format or with insertion of any condition(s)
- (f) Delivery / Completion Schedule
- (g) Period of Validity of bid
- (h) Price Reduction Schedule / Penalty provisions
- (i) Performance Bank Guarantee/ Security Deposit
- (j) Guarantee/Warranty/Defect Liability of goods / work

- (k) Arbitration / Resolution of Dispute
- (l) Force Majeure
- (m) Applicable Laws
- (n) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- (o) Non-submission of declaration regarding Holiday Listing status

Deviation to a clause if considered acceptable, with financial loading declared in tender document shall not be included in rejection criteria.

29.0 OPENING OF PRICE BID

- 29.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 29.2 The bid prices stated in the price schedules will be announced during price bid opening.

30.0 ARITHMETIC CORRECTIONS

- 30.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - b) In cases where a different summary price schedule and separate individual price schedules are provided to be filled in and if there is a discrepancy between the amount in the summary schedule and the summation arrived at by adding the individual schedules the higher of the two will be taken for the purposes of bid evaluation, while the lower of the two will be taken for the award if selected.
- 30.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.
- 30.3 In case of e-tenders, result after opening shall be available to view for the eligible bidders on their respective login ID.

31.0 EVALUATION

- 31.1 The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:
- a. Arithmetical errors will be rectified on the following basis. If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
 - b. OWNER's evaluation and comparison of prices of previously determined substantially responsive bids shall take following in account. The evaluation shall be made on total quoted price basis. The evaluated price shall include the following: -
 - i) Unit price inclusive of all overheads and all taxes and duties including GST or any other applicable tax.
 - ii) Evaluation of price bid shall be done as per Tender Evaluation Methodology specified under **Section-I (IFB)** of the tender document.
 - iii) After opening of bid, tax rates as quoted by different bidders for each item shall be compared and if any variation is observed amongst the qualified bids then confirmation on applicable HSN codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be

considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

32.0 OTHER CONDITIONS RELATED TO BID EVALUATION

- 32.1 Canvassing in any form will make the bid liable for rejection.
- 32.2 Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- 32.3 Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation Criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- 32.4 Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- 32.5 Bid should be complete covering the total scope of work indicated in the Tender documents.
- 32.6 Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.
- 32.7 In case if more than one bidder quotes the same rates, then ranking of bidders shall be based on the turnover achieved during the preceding financial year.

33.0 COMPARISON OF PRICES

- 33.1 The comparison of the prices of the bidders shall be on total value quoted for complete scope of work including Owner's liability towards all taxes and duties including GST and any other taxes and duties as applicable.
- 33.2 Technical loading, if any, as defined in Technical Specification shall be considered while comparing prices.
- 33.3 Commercial loading, if any, as defined in Commercial Part of the Tender Document shall be considered while comparing prices.

34.0 POST-QUALIFICATION

- 34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 34.2 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD

35.0 AWARD CRITERIA

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

36.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

- 36.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions. The tendered quantities shall be considered for evaluation purpose.
- 36.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

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

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

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

38.0 CONTRACT NEGOTIATIONS

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

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

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

39.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE (LOA)

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

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

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

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

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

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

40.0 ACCEPTANCE OF ORDER

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

41.0 CORRUPT AND FRAUDULENT PRACTICES

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

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

- 41.2 Purchaser will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;
- 41.3 Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- 41.4 The Bidder and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodging of responses.
- 41.5 Also the Bidder and their representatives must not directly or indirectly attempt to unduly influence the outcome of the tender process.
- 41.6 The Bidder warrants and undertakes to the Owner that the Bidder:
- (a) shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;
 - (b) shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;
 - (c) has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;
 - (d) from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;
 - (e) shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.
- 41.7 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract (GCC).”

42.0 INCOME TAX LIABILITY

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

43.0 GENERAL

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

contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

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

- (a) 'Agreement' or 'Contract' means the agreement entered into between the Purchaser / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- (b) 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
- (c) 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- (d) 'Contract Price' means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
- (e) 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- (f) 'Engineer In-charge' means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.
- (g) 'Effective Date' means a date on which Supplier's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- (h) 'Goods' means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.
- (i) 'GCC' means the General Conditions of the Contract contained in this section.
- (j) 'Inspector' means any person or outside Agency nominated by Purchaser / Owner to inspect equipment, stage wise as well as final, before despatch, at Supplier's works and/or on receipt at Site as per terms of the Agreement.
- (k) 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- (l) 'Purchaser' or 'Owner' shall mean Indraprastha Gas Ltd. (IGL), a company incorporated in India having its registered office at IGL Bhawan, 4, Community Centre, Sector-IX, R.K.Puram, New Delhi-110022, India. The term OWNER includes its successors & assigns.
- (m) 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.
- (n) 'Site' or 'Purchaser's stores' means the place or places named in tender document.
- (o) 'SCC' means the Special Conditions of the Contract forming a part of the Contract Documents.
- (p) 'Supplier' or 'Seller' or 'Contractor' or 'Vendor' means the individual person or firm or body corporate supplying the Goods and/or Services under the Agreement.
- (q) 'FOT' – means that the Goods or supply items or services shall be delivered and done at site(s) warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

2.0 APPLICATION

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

3.0 CONTRACTOR TO INFORM

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

4.0 SCOPE OF CONTRACT

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

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

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

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

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

4.6 All dimensions and weight should be in metric system.

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

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

4.9 Specifications, design and drawings issued to the Seller along with RFQ and Contract are not sold or given but loaned. These remain property of Purchaser / Consultant or its assigns and are subject to recall by Purchaser / Consultant. The Seller and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the Contract and shall not disclose the same to any person, firm or corporate body, without written permission of Purchaser / Consultant. All such details shall be kept confidential.

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

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

6.0 COUNTRY OF ORIGIN

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

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

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

7.0 STANDARDS

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

8.0 CONFIDENTIALITY

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

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

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

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

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

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

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

9.0 CONTRACT OBLIGATIONS

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

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

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

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

10.0 MODIFICATION IN CONTRACT

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

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

11.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

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

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

12.0 PATENT RIGHTS

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

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

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

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

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

13.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE

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

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

- 13.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance Bank Guarantee (BG) shall be further one month beyond the validity of the BG. The Bank Guarantee will be discharged by Purchaser not later than 6 months from the date of expiration of the Seller's entire obligations, including any warranty obligations, under the Contract.
- 13.4 The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the IGL which may arise during the execution of the contract and a confirmation that contractor has cleared all its dues pertaining to the contract and all liabilities etc., in addition indemnifying IGL against any future claims, if any.
- 13.5 The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.

14.0 INSPECTIONS AND TESTS

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

15.0 ADDITIONAL TEST

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

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

16.0 PACKING

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

17.0 DISPATCH INSTRUCTIONS

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

18.0 DELIVERY AND DOCUMENTS

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

19.0 TRANSPORTATION

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

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

20.0 GUARANTEE/ WARRANTY

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

21.0 LATENT DEFECT

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

22.0 PAYMENT TERMS

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

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

22.3 General Notes:

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

23.0 PRICES AND PRICE BASIS

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

24.0 FALL CLAUSE

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

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

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

- (a) Exports by the Contractor / Supplier or
- (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- (c) Sale of goods such as drugs which have expiry dates.

24.4 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

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

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

25.0 ASSIGNMENT

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

26.0 SUB-CONTRACTING

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

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

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

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

27.0 TIME SCHEDULE & PROGRESS REPORTING

27.1 Time Schedule Network / Bar Chart

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

27.2 Progress Trend Chart / Monthly Report

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

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

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

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

28.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

29.0 PRICE REDUCTION SCHEDULE (PRS)

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

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

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

30.0 TERMINATION FOR DEFAULT

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

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

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

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

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

31.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

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

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

32.0 TERMINATION FOR INSOLVENCY

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

33.0 TERMINATION FOR OWNER'S CONVENIENCE

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

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

33.3 For the remaining Goods, the Owner may elect:

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

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

33.4 IGL reserves the right to award the contract for a shorter duration than the specified or foreclose it with adequate advance notice not less than 30 days due to change in its business requirement.

34.0 FORCE MAJEURE

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

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

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

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

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

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

35.0 SETTLEMENT OF DISPUTES

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

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

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

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

- 35.5 The Arbitration proceedings shall be held in Delhi and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 35.6 It is hereby clarified that the Courts at Delhi alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 35.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The WORK under the CONTRACT shall continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

36.0 LIMITATION OF LIABILITY

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

37.0 PUBLICITY AND ADVERTISMENT

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

38.0 GOVERNING LANGUAGE

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

39.0 APPLICABLE LAW

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

40.0 NOTICES

- 40.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail and confirmed in writing to the other party's address specified in the Agreement.
- 40.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

41.0 TAXES, DUTIES AND LEVIES

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

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

- 41.14 In case CBEC (Central Board of Excise and Customs) / any equivalent Central Government agency / State Government agency brings to the notice of IGL that the Supplier of Goods / Service Provider has not remitted the amount towards GST collected from IGL to the government exchequer, then IGL shall have the right to put that Supplier of Goods / Service Provider under Holiday List.
- 41.15 Bidders are required to strictly consider the following key points while preparing the bid document as the following shall be applicable in all awarded Contracts and Purchase Orders:
- (a) If prior to the placement of award, vendor realizes that the actual applicable rates of taxes are higher than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall do reverse calculation and reduce the "basic unit price" of the product / service accordingly to match the "total price inclusive of taxes" of that product / service.
 - (b) Whereas, in case the vendor realizes that the actual applicable rates of taxes are lower than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall reduce the "GST rate" of the product / service accordingly without changing the "basic unit price" of that product / service and the invoices shall be raised as per the actual applicable GST.
 - (c) The tax rates shall only be changed under statutory variation if there is a change in the GST rates after the due date of bid submission as per government notification in the applicable HSN code which is quoted in the bid only and not in any other HSN Code. The differential tax amount will be paid / recovered depending upon whether the revised rate notified by government has increased / decreased as compared to the existing rates.

42.0 TIME FOR PERFORMANCE

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

43.0 TRANSFER OF TITLE

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

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

- 44.1 In any case in which any of the powers conferred upon the Owner by the clause entitled "Termination for Default" hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Performance guarantee and the liability of the Contractor for past and future Compensation shall remain unaffected.
- 44.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his authorized agent, requiring him to remove such tools, plant, materials or stores from

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

45.0 CHANGE IN CONSTITUTION

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

46.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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

47.0 CONTRACTOR TO INDEMNIFY THE OWNER

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

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

48.0 SAFETY REGULATIONS

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

49.0 OWNER MAY DO PART OF WORK

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

50.0 POSSESSION PRIOR TO COMPLETION

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

51.0 DEFECTS IN WORK

51.1 DEFECTS PRIOR TO TAKING OVER

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

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

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

51.2 DEFECTS AFTER TAKING OVER:

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

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

52.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

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

53.0 DEFENCE OF SUITS:

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

54.0 PACKING, FORWARDING AND SHIPMENT

54.1 The Contractor, wherever applicable, shall, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

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

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

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

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

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

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

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

55.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

56.0 COMPLETION CERTIFICATEApplication for Completion Certificate:

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

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

56.3 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:

56.4 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. Constructed are removed and worksite cleared to the satisfaction of the Engineer-In-Charge.

56.5 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.

57.0 FINAL DECISION AND FINAL CERTIFICATE

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

58.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

59.0 REPEAT ORDER

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

60.0 INSURANCE

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

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

60.3 Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection, testing and commissioning till such time the work is taken over by Owner, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

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

61.0 COMPLIANCE OF LAWS

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

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

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

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

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

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

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

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

62.0 THE ENGINEER-IN-CHARGE

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

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

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

63.0 INDEMNITY

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

64.0 LABOUR LAWS

- 64.1 No labour below the age of 18 (eighteen) years shall be employed on the Work.
- 64.2 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.
- 64.3 The Contractor shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- 64.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- 64.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.
- 64.6 The Contractor shall employ labour in sufficient numbers either directly or through Sub- Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge.
- 64.7 The Contractor shall furnish to the Engineer-In- Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-In-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- 64.8 The contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 64.9 The engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- 64.10 The contractor shall indemnify the employer against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form/register/ slip under the provisions of these acts which is materially incorrect then on the report of the inspecting officers, the contractor shall without prejudice to any other liability pay to the employer a sum not

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

Implementation of Apprentices Act, 1961:

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

Contractor to indemnify the employer:

64.12 The contractor shall indemnify the employer and every member, office and employee of the employer, also the engineer-in-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the employer for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract document. The employer shall not be liable for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract document. The employer shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the contractor or his sub-contractor the contractor shall indemnify and keep indemnified the employer against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

64.13 Payment of claims and damages: should the employer have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the employer shall be charged to and paid by the contractor and the contractor shall not be at liberty to dispute or question the right of the employer to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

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

Health and sanitary arrangements for workers:

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

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

65.0 EVALUATION OF PERFORMANCE

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

66.0 CONTRACTOR SAFETY MANUAL

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

67.0 WHISTLE- BLOWER POLICY

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

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

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In addition to meaning ascribed to certain initial capitalized terms in “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC”, the meaning ascribed to such term hereunder shall prevail.

1.2 Definitions

Bid Documents or Tender Documents shall mean documents issued to the bidder by the Purchaser pursuant to IFB.

Bid Documents:

- Basic credential of Bidder
- Copy of PAN
- GST Registration if applicable
- Work experience documents – Copy of LOA/ Work Order/ Completion certificate/Work Execution Agreement
- Declaration of acceptance of Terms and Conditions of Tender
- The price bid containing Schedule of Rates with overall percentage of discount/markup
- Undertaking for deployment capability. (Format enclosed)
- Undertaking for existing contractors (CP18519) (format enclosed)

“Effective Date” shall mean the date on which Contractor’s obligations will commence and that will be the date of first intimation of award / Letter of Acceptance.

2.0 INTERPRETATIONS

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

2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

2.6 CMS (Construction Management Services) Agency shall be deployed by IGL for construction management services

2.7 All Work Orders to be read as Contract/ PO as per context.

3.0 INSPECTIONS AND TESTS

The SCC provisions shall supplement GCC Clause 14 as detailed below.

3.1 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.

- 3.2 For contractor's supplied items, Third Party Inspection report shall be submitted by the contractor.
- 3.3 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications
- 3.4 If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.
- 3.5 Contractor shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection of contractor supplied material as per approved ITP. TPIA charges shall be borne **by contractor**. Name of approved TPIA are as under:

- (a) Det Norske Veritas (DNV)
- (b) Germanischer Lloyd Industrial Services GmbH
- (c) Bureau Veritas (India) Pvt. Ltd.
- (d) Moody International (India) Pvt. Ltd. (Industry Services Division)
- (e) SGS India Pvt. Ltd.
- (f) Certification Engineer International Limited (CEIL)
- (g) TUV SUD South Asia Pvt. Ltd.
- (h) ABS Industrial Verification (India) Pvt. Ltd.
- (i) Lloyd Register of Industrial Services
- (j) IRCLASS Systems and Solutions Private Limited
- (k) Tata Projects Limited
- (l) International Certification Services Pvt. Ltd.
- (m) TUV India Pvt. Ltd., Industrial Services Division
- (n) Intertek India Pvt. Ltd. (Industry Services Division)
- (o) Quality Austria Central Asia Pvt. Ltd.
- (p) Edlipse Engineering Global Pvt. Ltd.
- (q) TUV-Rheinland

3.6 Note:

- (a) Contractor shall obtain IGL/IGL Consultant's approval before finalizing the TPIA.
 - (b) In addition to the above list, TPIA agency approved in Technical Standards and Specifications including Safety Standards of PNGRB can be considered.
- 3.7 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 3.8 If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.

4.0 STATUTORY VARIATIONS IN TAXES

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

5.0 PAYMENT TERMS AND MODE OF PAYMENT

GCC clause 22.0 is modified as below:

5.1 1st running bill (RA bill) shall be processed within 15 days only after submission of statutory documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license as per the policy, BOCW registration, Contractor All Risk (CAR) policy, GST registrations of NCT Delhi, UP, Haryana & Rajasthan etc. Running bill shall be processed only after submission of RPF/ESI challans of previous months. Final bill shall be processed only after submission of RPF/ESI and BOCW Challan.

5.2 The Payment terms for Execution of Work shall be as follows:

Payment shall be made on certification of bill by Engineer- in-Charge as follows:

(a) Service Line in O&M area

- i) 95% on completion of laying, jointing, backfilling, compaction and submission of DPR & Graphs, On testing of completed network, submission of ABD, AGD , subject to Installation of permanent markers, commissioning and handover to IGL
- ii) Balance 5% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material.

(b) Installation of Marker (Plate marker / Ramp)

- i) 95% on supply, installation, commissioning and handover to IGL
- ii) 05% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material.

(c) GI and Related Work

LMC (O&M area with riser related connection rates, SOR No. 7.1)

- i) 95% after installation of GI pipes including all fittings, regulators, valves, clamping, cementing of holes, painting and testing of installation and material consumption booking and updating of meter no. against BP in CRM/SAP and IGL App, after testing and commissioning of GI, copper installation on gas & submission of RFC card.
- ii) Balance 5% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material.

LMC (O & M area on existing riser connection rates, SOR No. 7.2)

- i) 95% after installation of GI pipes including all fittings, regulators, valves, clamping, cementing of holes, painting and testing of installation and material consumption booking and updating of meter no. against BP in CRM/SAP and IGL App, after testing and commissioning of GI, copper installation on gas & submission of RFC card.
- ii) Balance 5% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material.

Non-LMC, Extra Length of LMC & LMC Connection rates applicable on existing risers

- i) 95% after installation of GI pipes including all fittings, regulators, valves, clamping, cementing of holes, painting and testing of installation and material consumption booking and updating of meter no. against BP in CRM/SAP and IGL App, after testing and commissioning of GI, copper installation on gas & submission of RFC card.
- ii) Balance 5% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material.

(d) For Restoration Work

- i) 80% after completion of restoration and certification by consultants / Third Party Inspection agency nominated by IGL.
- ii) 15% after obtaining NOC from respective local authorities / Third party agencies designated by land owning agencies / Resident Welfare Associations / PMC Recommendation in exceptional cases etc.

iii) Balance 5% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material

(e) Other Works (Not Covered Above)

i) 95% progressively on completion of individual item work as certified in monthly progress bill.

ii) ii) Balance 5% on purchase / work order closure and submission of all documents as per contract for the work executed till final bill submission and reconciliation of free issued material

5.3 The Payment shall be released through RTGS only.

5.4 Contractor to note that they can raise RA bills up to 95% of total awarded value of individual Purchase/ Work Order, balance amount will be paid on closure of Purchase / Work Order.

5.5 An amount equal to 5% of RA bill amount shall be retained towards performance of work to cover defect liability period of individual order which will be released after expiry of defect liability period.

6.0 DEFECT LIABILITY PAYMENT

(a) The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.

(b) The Owner shall promptly notify the Contractor in writing of any claims/recovery arising under this warranty.

(c) Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to IGL. In case of GI/Cu/MLC/CS work related SOR, the defect liability period shall be 12 months from the date of installation or 4 months from the date of commissioning the connection, whichever is later. In case of PE related works and other works, the period shall be 12 months from the date of commissioning of the network.

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

6.2 RELEASE OF 5% AMOUNT WITHHELD FOR DEFECT LIABILITY PERIOD

(a) **For GI related works:** 04 months after commissioning/ pneumatic testing (where gas is not available in pipe line due to reasons not attributed to contractor) or after closure of contract whichever is later. Any cost arising out of any defect during or till 120 days of commissioning of installed GI/Cu/MLC pipeline shall be adjusted against the withheld amount of other service.

(b) Any cost arising, out of any gas loss (as credited to customer) and/or out of any defect during or till 120 days of commissioning of installed GI/Cu/MLC pipeline shall be adjusted against the withheld amount of other services.

(c) **For PE related works and other works:** 04 months after commissioning/ pneumatic testing (where gas is not available in pipe line due to reasons not attributed to contractor) or after closure of contract whichever is later.

(d) Any cost arising, out of any repair / replacement/ gas loss (as credited to customer) and/or out of any defect during or till 120 days of commissioning of installed MDPE pipeline shall be adjusted against the withheld amount of other services.

7.0 PAYMENT METHODOLOGY

- 7.1 The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.
- 7.2 The payments to the Contractor will be released within 15 days from the date of receipt of invoice, duly certified by EIC as per the terms and conditions of the Contract.
- 7.3 Owner will release payment as per SCC clause 5.

8.0 COMPENSATION FOR IDLE TIME

- 8.1 The Owner shall make every reasonable effort to have free issue materials and right - of - use (ROU) available so as not to delay laying activities. No Idle time claim shall be entertained under any circumstances.

9.0 PRICE REDUCTION SCHEDULE (PRS)

- 9.1 **No PRS shall be applicable:** However, bidder has to ensure faster mobilization, enhanced manpower availability, and accelerated PNG conversion in O&M/scattered areas.

10.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

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

For Item Rate Contract

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

11.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 11.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in Technical Specifications Vol. II of II of this Bid document and/ or the policies followed by the Owner.
- 11.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.
- 11.3 Contractor has to ensure the safety of man and machine all the times. Damages to equipment due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.
- 11.4 The contractor shall supply all the protective safety equipment like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.
- 11.5 Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.
- 11.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 11.7 Contractor shall follow IGL's Safety Manual. Contractor may refer the Safety Manual which is available at IGL's web site.

12.0 PROVIDENT FUND

- 12.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register them with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owners contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan / receipt for payment made to the RPFC for the preceding months.
- 12.2 In case the RPFC's challan / receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan/receipt for the period covered by the related running bill.
- 12.3 In case it is observed that contractor fails to submit requisite RPFC Challans along with bills more than once during the tenancy of the contract and submits subsequently a token penalty per instance may be imposed by owner as per clause 24.

13.0 POWER AND WATER CONNECTION

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

14.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

15.0 CONDITIONS FOR ISSUE OF MATERIALS

- 15.1 Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.
- 15.2 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer in-charge from time to time, when he requires the above material for incorporation in permanent works.

- 15.3 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 15.4 The contractor shall bear all other cost including lifting, carting from issue points to work. Site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- 15.5 No material shall be allowed to be taken outside the plant without a gate pass. The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 15.6 All free issue material shall be issued to contractor against submission of indemnity bond against each PO for 150% value of the initial PO value.
- 15.7 In case manufacturing defect found in free issue material, same shall be communicated to Engineer-In-Charge within one month from the date of issue of material and material shall be return to IGL store within 45 days from the date of issue of material. In case contractor fail to return the defective materials to IGL store, penalty equal to twice of landed cost of defective materials shall be imposed by Engineer in Charge & his decision will be final & binding on the contractor.
- 15.8 The contractor shall be responsible for misplacement of meters. In the event of misplacement, a penalty of INR 20,000/- per domestic meter will be imposed
- 15.9 Contractor to ensure that all free issue material shall be installed within a maximum period of 30 days from the date of issue.
- 15.10 Unconsumed free issue material value at any point of time against any PO should not exceed 20% of the initial PO Value.
- 15.11 FIM will be issued to contractor against PO only after receipt of Indemnity bond.

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

- 16.1 Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any ‘Building or other construction work’ (Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building , streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc.(refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable).
- 16.2 BOCW cess shall be deposited on invoice amount of monthly RA bill.

17.0 CONTRACTOR’S OBLIGATION AT SITE

- 17.1 Contractor shall establish site office in the respective areas, allotted to them with adequate facilities like one table, three chairs, telephone, computer with mailing (internet), printer (including consumables), file rack etc. for effective communication and documentation.
- 17.2 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.
- 17.3 Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.
- 17.4 Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with IGL, other authorities or customers as required, without any undue delay.
- 17.5 Contractors shall provide cell phones to their supervisors for day-to-day communication with IGL and site representatives of IGL.
- 17.6 Contractor shall employ a single point contact person who is responsible for all project related activities, supervision, billing, representation in meeting with owner. However, for all monthly review meetings, Owner

of the contractor company shall have to be present as and when called by IGL/Consultant. Any change in key persons working at site shall be informed to the Owner promptly

- 17.7 Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.
- 17.8 Contractor shall deploy Equipment, Tools & tackles etc., at site as defined in tender documents.
- 17.9 1 No. commercial vehicle (four wheeler with driver) shall deployed at site. It shall be well equipped with tools and tackles for attending online connections, VIP cases/ urgent installation and on-going execution work.

18.0 IT RELATED RESOURCES:

- 18.1 Contractor is required to arrange for Smartphones/Tablets for its teams/supervisor/Plumbers which would be required to capture the connection details through field mobility software provided by IGL. The tentative requirement for smartphone shall be as follows:
- (a) 4GB RAM.
 - (b) 5.3 inch Screen (minimum).
 - (c) 4G/5G (2300 MHz) Connectivity (4G for video uploads).
 - (d) GPS Chip (for Location Tracking) with A-GPS (for accuracy during absence of internet).
 - (e) GHz Quad Core Processor.
 - (f) 8MP+ Back Camera.
 - (g) 5MP+ Front Camera.
 - (h) 3,500+ mAh Battery Size.
 - (i) Android Version 6.0 and above.

- 18.2 Contractor shall arrange a high speed scanner at his office to ensure scanning and uploading of documents prepared on site as per IGL requirement.
- 18.3 Contractor shall arrange to provide the optical code scanner with option for connectivity with smartphone to ensure automatic scanning and meter serial no. capturing in the smartphone application.

19.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

- 19.1 The Contractor is responsible for completing the "Material Used" section of the worksheet for each job completed. This record will be used for the reconciliation of material at the end of the job or contract.
- 19.2 The full replacement or repair costs of all damages items will be recharged to the contractor.
- 19.3 It is mandatory that the contractor is required to undertake and submit inventory details of free issue and purchased materials on fortnightly basis to Owner/ Owner's representative as per the approved format of the owner. The inventory details shall be in correlation with the Daily progress chart and material reconciliation sheet. Material reconciliation statement of all free
- 19.4 issue materials shall be carried out on every month & reconciliation statement shall be submitted to IGL/Consultant.
- 19.5 After the final reconciliation is carried out, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% (Double of landed cost) at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Purchaser. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is

covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

Item	Scrap	Unaccountable wastage
Gas Meters	0%	0%
Regulators	0%	0%
Gas Isolation, Appliance Valves	0%	0%
MDPE Pipes	1% (Less than the length defined below)	0.01%
HDPE Pipes	1% (Less than 2 Mtr.)	0.01%
PE Fittings	0%	0%

Note: "Pipe length less than 10 m for Dia- 20mm/32mm/63mm shall be considered as non-returnable scrap."

- 19.6 Material consumption will be recorded on area wise basis. Material issued from the IGL stores shall be consumed, recorded and returned using the same IGL item code.
- 19.7 Any payments due to the Contractor may be withheld to cover these charges.
- 19.8 All waste materials, part lengths of pipe and other partly used items are the property of IGL and must be returned to the stores with the appropriate documentation so that they can be considered as part of the material reconciliation.

20.0 COMPLIANCE WITH LAW

20.1 Contractor shall abide by all prevailing Laws of India including but not limited to:

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

21.0 INSURANCE

The SCC provisions shall supplement GCC Clause 60 as detailed below.

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

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide

the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty 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 to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

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

(a) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the

Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUBCONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to

the CONTRACTOR's or SUB-CONTRACTOR's account. The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

(b) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

Workmen Compensation and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Owner's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

- (i) Contract No.
- (ii) Complete scope of work
- (iii) Site/ location details
- (iv) Details of workmen to be insured
- (v) Validity period of the insurance coverage

- (c) In addition to the above, bidder shall take mandatory insurance covering accidents/Body injury/Death/Property damage etc of the workmen and Third party described as follows:

C.1) Workmen's Insurance – to the limit to which compensation may be payable under the laws of the Republic of India ; but not less than the limits specified below.

C.2) Third Party Insurance – body injury and property damage to the limit specified below:

The limits aforesaid shall be as follows: The sum assured shall not be less than Rs.5,00,000/- (Rupees Five lacs only) for all accidents / death. The policy shall be for not less than Rs.5,00,000/- (Rupees Five lakhs only) for each accident / death; and Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purpose, but shall not anyway limit the Contractor's liability in terms of this clause to the limit(s) specified.

Should the CONTRACTOR fail to take out and/or keep afoot insurance as provided for in the foregoing sub-clauses, the OWNER shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the CONTRACTOR and without prejudice to any other right or remedy of the OWNER in this behalf to deduct the sum(s) incurred therefor from the dues of the CONTRACTOR

- (d) TRANSIT INSURANCE

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to IGL site and or any free issue materials issued by IGL, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost. Transit insurance shall be 20% of contract value inclusive of GST.

The policy shall indicate:

- (i) Contract No.
- (ii) Complete scope of work
- (iii) Site/ location details
- (iv) Details of workmen to be insured
- (v) Validity period of the insurance coverage

- (e) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.5 times of initial awarded value of the pool to cover the cost of free issue material/items issued by the Owner and the cost of materials being procured by the CONTRACTOR.

The policy shall indicate:

- (i) Contract No.
- (ii) Complete scope of work
- (iii) Site/ location details
- (iv) Type of risks covered
- (v) Validity period of the insurance coverage

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability in respect of any loss or

damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

(f) **PRADHAN MANTRI SURAKSHA BIMA YOJANA:**

Contractors has to take Pradhan Mantri Suraksha Bima Yojana for all the contractual employees working under him.

(g) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:**

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER

22.0 STATUTORY APPROVALS

22.1 Contract shall submit the Statutory Policy within 15 days from award. General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Purchaser for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.

22.2 The Contractor shall be responsible for arranging the inspection of the work by the authorities and necessary co-ordination and liaison work. However, Owner will reimburse the statutory fees paid by the contractor at actual on production of documentary evidence.

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

23.0 SITE CLEANING

23.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.

23.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.

23.3 No extra payment shall be paid on this account.

24.0 WORKMANSHIP

24.1 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

24.2 The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.

24.3 The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

25.0 PENALTIES

IGL shall have right to levy following penalties on the Contractor and deduct applicable amount from the Contractor's Running Bills:

25.1 In case proper barricading, along the trench and pits, as per technical specification for Laying of MDPE Pipes, is not provided, the work shall be immediately suspended till such time proper barricading, as per the technical specification is provided and penalty will be levied as per SCC clause 25.3.

- 25.2 In case required numbers of safety equipment's like Safety Harness belts, helmets, fluorescent jackets etc. as per the Technical Specifications and Special conditions of the contract of the tender, could not be provided by the contractor during execution, work shall be suspended and penalty will be levied as per SCC clause 24.3.
- 25.3 Either of the case as in Clause 25.1 & 25.2 above shall attract penalty of Rs. 5000/- per instance on issuance of site-memo. On delay in compliance of site memo per instance shall attract additional penalty of Rs. 10000/- per day. Subsequent non-compliance within 5 days shall lead to a deduction of up to 5% from RA bill at the discretion of the EIC and may also lead to black listing of the contractor for future jobs.
- 25.4 In case contractor working without valid work permit work shall be suspended for the day and penalty of Rs. 2000/- per instance shall be levied with a notice to contractor.
- 25.5 In case of complete compliance of HSE norms throughout the contract period the contractor shall be issued a letter of appreciation by the Owner on recommendation by the consultant.
- 25.6 Approval of fusion technician to be taken prior the work being carried out.
- 25.7 In case it is noticed and confirmed by the Consultants/Third party Agencies/ IGL Site-in charge that any fusion jointing is being carried out by personnel other than approved/qualified technicians as per the Technical Specifications for laying of PE pipelines and technical specification for installation of GI/Copper Pipes, Rs. 2000/- per joint shall be levied with a notice to contractor and the person supervising the work shall be suspended from IGL sites.
- 25.8 In case of non-submission of material consumption statement on fortnightly basis & material reconciliation statement on monthly basis, Rs 10,000 per instance of delay shall be levied from the running bill.
- 25.9 In case of delay in submission of **Monthly Progress Report** by contractors @ Rs. 5000 per instance. (MPR to be submitted by contractor by 03rd of every month)
- 25.10 In case of usage of contractor's supplied material procured from vendor other than IGL approved list or without inspection and prior approval EIC/sited in charge, Rs. 20,000/- per instance shall be levied to the contractor from running bill. Such fittings/material shall be replaced by contractor at his own cost within the time frame fixed by Site In-charge
- 25.11 In case of non-compliance of statutory provisions penalty will be imposed by the owner as detailed below:
- Contractor's failure to submit RPFC/ ESI challans of previous month along with the bills during the validity of the contract, Owner shall **withhold 5% (Five percent)** of payable amount from the contractor's running bill and retain the same as a deposit. Such retained amount shall be refunded to contractor on production of RPFC challan/ receipt in immediate subsequent month after deducting penalty. In case of non-submission of challans for a particular month, a penalty of Rs. 5000/- per month of delay **shall be imposed for that particular month**. This penalty will be applicable even if contractor has deposited dues with applicable interest and penalties.
 - Delay of more than 15 days from the date of contract in obtaining / submitting WC cover or taken for shorter duration will result into penalty of **Rs. 5000/- per week of delay or part thereof**.
 - Delay of more than 15 days from the date of contract in obtaining / submitting the required insurance policies (CAR policy, OT policy etc.) as specified in the tender document will result into a penalty of **Rs. 5000/- per week or part thereof**, per policy.
 - The contractor must obtain labour licence before start of work at NCT of Delhi, UP, Haryana & Rajasthan. Delay of more than 30 days from the date of work order in submitting the labour licence shall attract a penalty of **Rs. 5000/- per week or part thereof** and may also lead to black listing of the contractor for future jobs.
- 25.12 Contractor shall complete all the activities defined in clause no. 16.12 within 15 days from date of LOA, contractor shall be liable for penalty of Rs. 2000/- per day.
- 25.13 Contractor shall complete all the activities defined in clause no. 16.1 & 16.2 above within 15 days from the date of LOA. On failure to fulfil the requirement, contractor shall be liable for a penalty of Rs. 2000 per day.

- 25.14 Contractor shall deploy minimum required manpower as defined in clause no. 16.7 within 15 days from date of LOA. On failure to fulfil the requirement, contractor shall be liable for a
- 25.15 penalty of Rs. 2000 per day.
- 25.16 In case required numbers of equipment Tools & Tackles as per the lists enclosed with the Technical Specifications for laying of PE Pipelines and technical Specification for installation of GI/Copper pipes, could not be provided by the contractor at the time of need, a notice shall be issued to the contractor by IGL/PMC Site- In-charge and Rs 5000 per week or part thereof shall be levied as penalty till such time the equipment, Tools & Tackles are available for completion of the work.
- 25.17 In case contractor does not settle claims for using the electricity from societies/individual residents then the same shall be settled as per clause 4.2 of PTS – Installation of above ground GI/COPPER Piping & Fitting of Vol. II of II.
- 25.18 In case contractor fails to start execution of allocated work within 15 days IGL reserves the right to offload the allocated work, if delay is attributable to contractor.
- 25.19 All Policies shall be submitted only once within specified timeframe as stipulated in below table after award of contract and no further amendment shall be acceptable.

Related penalties are tabulated below;

Description	Required	Penalty (in case of delay submission)
CAR Policy (sum of insured amount of 1.5 times of initial PO value)	37,50,000.00(sum assured)	delay of more than 15 days from date of contract then penalty shall be imposed INR 5000.00 per week or part thereof.
WC Policy	more than 20 manpower	delay of more than 15 days from date of contract then penalty shall be imposed INR 5000.00 per week or part thereof.
OT Policy (sum of insured amount - 20% of Initial PO value)	5,00,000.00(sum assured)	delay of more than 15 days from date of contract then penalty shall be imposed INR 5000.00 per week or part thereof.
Labour License	against the contract	delay of more than 30 days from date of contract then penalty shall be imposed INR 5000.00 per week or part thereof.
ESI and PF	As per manpower deployed at site (Organization chart)	In case of non submission of challan and name wise details @5% of RA bill amount shall be withheld
BOCW cess deposit	1% of invoice value	@2% of RA bill of amount shall be withheld
Insurance	Not Less than 5 Lakh per incident as per clause no. 20.1 (C) and the sum assured shall be not be less than Rs.5,00,000/	Delay of more than 15 days from date of contract then penalty shall be imposed INR 5000.00 per week or part thereof.

- 25.20 Awarded contract may be Cancelled, in case contractor fail to submit above policies/Labour licence etc. within 15 days of issue of contract

26.0 PERFORMANCE MONITORING

- 26.1 Those vendors who execute Rs. 1Cr or above value against this tender can be considered as qualified for one segment of lowest pool value of the upcoming tender of MDPE laying and GI/Cu installation subject to positive net worth requirement as per tender.

- 26.2 Contractors shall be required to achieve a minimum of 150 DPNG connections per month in Delhi, Gautam Budh Nagar and Ghaziabad GAs and 100 DPNG connections per month in other GAs subject to the availability of the interested working front. After two months if the cumulative achievement is less than 80% of the total target, same shall be treated as unsatisfactory performance and will lead to short-closure of the contract.
- 26.3 In case of any cash taken from customer during NG conversion, penalty shall be imposed @INR 10,000.00 per case.
- 26.4 In case the contractor doesn't perform RFC/NG conversion and IGL needs to offload and re-allocate the same to other contractor.
- 26.5 In case of any leakage within 30 days of NG conversion, penalty shall be imposed @INR 250per case.
- 26.6 The Penalty will be deducted from the RA bill.

27.0 COMPLETION DOCUMENT

Contractor in three sets shall submit the following documents in hard binder, as a part of completion documents:

- (a) Copies of the Inspection reports, welding, lowering etc, HDD Profiles, Approved construction drawing, As-built drawing, Pre testing, final Hydrostatic and other Test reports.
- (b) Consumption statements of PE Line Pipes certified by Owner's Site Engineer.
- (c) Material Reconciliation.
- (d) All other requirements as specified in the respective specifications.
- (e) Completion Certificate issued by Owner's Site Engineer.
- (f) completion certificate shall be issued only after commissioning of all MDPE/GI work and closure of contract on recommendations of IGL construction management consultant.
- (g) No claim and No dues certificate by the Contractor.
- (h) Recovery statement, if any.
- (i) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- (j) Copies of deviation statement and order of extension of time, if granted.
- (k) Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
- (l) Any other contractual documents required on completion.
- (m) Soft copy of Isometric drawing and other relevant documents.

28.0 TIME LIMIT FOR CLAIMS

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

29.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 29.1 Contractor will place timely orders on Owner's specified manufacturers/agencies so as to receive the material in accordance with the execution of project activities. The orders to be placed by the contractor shall incorporate certain clauses with respect to delivery schedule, guarantee/warranty, inspection and despatch clearance by Owner. The items and quantities shall be in accordance with the work to be executed and shall be verified by Owner for its appropriations.
- 29.2 All material will be manufactured as per approved Quality Assurance Plan (QAP) only to be specified by Owner. Material will be inspected by owner's approved third party inspection (TPIA), the charges of which shall be borne by contractor.

- 29.3 After approval of QAP, Contractor will submit a schedule production plan mentioning qty's of production along with inspection call at-least one week in advance from the date of commencement of production.
- 29.4 Contractor will submit a written request to Owner for dispatch clearance of material. For this purpose, he will be required to submit detailed material test inspection report and release note issued by the TPIA. On getting the dispatch clearance, the contractor will arrange material dispatch to the designated project site(s).
- 29.5 Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall require appraising Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, and maintaining all verifying records on regular basis.
- 29.6 Contract shall invariably submit copies of order placed by them on various agencies for sourcing material and shall ensure submission of invoices, challans/packing lists, LR Copy, material inspection report and guarantee/warranty certificate for each lot of material received at Owner's site.
- 29.7 All material should be covered under warranty for satisfactory performance for maximum period of defect liability of executed work. Any defect noticed during defect liability period shall be promptly attended as faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies. Faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies.
- 29.8 In case of non-availability of required material to be provided by the contractor and the material being available with IGL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the last PO rate plus 15% overhead charges.
- 29.9 Before award of works order/ starting of work at allotted site, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools& tackles under his procession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.
- 29.10 Contractor will not transfer any free issue as well as his supplied material to any other site/ any other contractor without prior written approval of the Engineer- In-charge

30.0 STC TRAINING

- 30.1 STC Training is compulsory for each contractual manpower, which is in scope of the contractor. STC training shall be provided by authorized Training Institute listed below;

Sl.No.	Name	Address	Email Id	Contact Person
1	M/s Delhi Institute of Fire Engineering	G-579, Raj Nagar-II, behind Dada Dev Mandir Mela Ground, Sector-7, Dwarka, New Delhi-110077	contactdife@gmail.com	1. Manish Goyal (Mob-9312245493)
2	M/s Centre for Fire Safety Management & Training	Plot No. 975, Khasra No. 298, Metro Pillar No. 506-507, Next to Hanuman Mandir, Mundka, Delhi-110041	admin@cfsmt.org	Mr. Baldev Arora-9910154568
3	M/s Makwana's Engineering and Technical Services	Ground Floor, Matruchhya, Gulmohor Lane, Near IDEMI, Everard Nagar, Chunubhatti (E), Mumbai-400 022	lalitrm@gmail.com	Lalit R. Makwana (Mob-9324495439)

31.0 SUB-CONTRACTING

The SCC provisions shall supplement GCC Clause 26 as detailed below

Sub-contracting / Subletting without approval may withhold all payments and future allocations.

32.0 FALL CLAUSE

GCC clause 24 i.e. Fall Clause is not applicable.

33.0 GENERAL

33.1 All personnel of the contractor entering the work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Purchaser including work sites. Non-compliance of this clause shall attract a penalty of Rs. 1000 per instance.

33.2 Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

34.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

(FURTHER TO CORRESPONDING CLAUSE OF GCC)

34.1 Within twenty-one (21) days of receipt of the Contract, the successful bidder shall furnish to the Purchaser the Contract-cum-Equipment Performance Bank Guarantee (CPBG) of **Rs. 1 Lakh only**. Alternatively, the equivalent amount may be withheld from the First RA Bill.

34.2 The CPBG shall be kept valid for 90 days beyond the contract/defect liability/warranty period, whichever later.

34.3 All bank guarantees shall also have minimum 30 days' claim period beyond BG expiry date.

34.4 The CPBG shall be released after 90 days beyond the contract/defect liability/warranty period, whichever later.

34.5 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.

34.6 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.

34.7 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI.

34.8 While issuing Bank Guarantee, issuing applicant must mention receiver's details as "ICICI Bank IFSC- ICIC0000007, Branch CONNAUGHT PLACE, DELHI" in BG text at which SFMS IFIN 760 message to be sent by issuing bank, to establish the authenticity of given BG.

34.9 The CPBG shall contain the following details;

- a. Claim period 30 days more than the validity of the CPBG
- b. Address of Bank (Issuing Branch as well as Delhi Local Operative Branch)
- c. Contact Person name (Issuing Branch as well as Delhi Branch)
- d. Telephone Numbers of contact persons of bank (Issuing Branch as well as Delhi Branch)
- e. Email address of contact persons of bank (Issuing Branch as well as Delhi Branch).

35.0 DOCUMENT PRECEDENCE

35.1 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

1. Letter of Acceptance
2. Schedule of Rates as enclosures to Letter of Acceptance
3. Special Conditions of Contract
4. Job / Particular Specifications

5. Scope of Work
6. Drawings
7. Technical / Material Specifications
8. General Conditions of Contract
9. Indian Standards
10. Other applicable Standards

36.0 TENDERS NOT IN PRESCRIBED FORMS

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

37.0 TENDERS NOT CONFIRMING TO SPECIFICATIONS

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

38.0 CONTRACTOR SAFETY MANUAL

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

39.0 TERMINATION FOR DEFAULT

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

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

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

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

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

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

39.5 Failure by Contractor

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

- (i) Failure by the contractor to comply with the provisions of the contract: Owner has reserved an option to determine the contract, the security deposit furnished by the contractor is liable to be forfeited as also the excess cost which may become payable by the owner in getting the work executed, through an alternative agency, may be recovered from the contractor.
- (ii) Failure of contractor to execute the work as per contract: If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer-In-charge or if the contractor fails to carry out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or if the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary, not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction; then, in each of the above mentioned cases the owner shall have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants and stock thereon and to revoke the contractor's license to use the same and to complete the work by his agents, other contractors or work men or to relate the same upon any terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the contractor for the said materials other than such as may be certified in writing for the Engineer In charge to be reasonable.

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

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

The clause under reference further provides for the contractor's full and extreme liability to be satisfied by the payments to the owner of extra costs of such replacements procured including erection /

installation as provided for in the contract; such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plants and repayments of any sum payable by the owner to the contractors in respect of such defective plant.

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

The contractual conditions amply provide for recovery of any sums spent in excess of contract value for getting the work executed through an alternative agency. There may be situations in which the contractors choose to take recourse to legal / Arbitration process. A decision in this regard may, therefore, be taken after considering the possibilities of entering into litigations which may or may not be justifiable in all cases.

40.0 SETTLEMENT OF DISPUTES (ARBITRATION)

(CORRESPONDING CLAUSE OF GCC IS MODIFIED AS BELOW)

- 40.1 Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- 40.2 Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.
- 40.3 If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.
- 40.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by IGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from IGL shall comprise of persons with the requisite technical expertise and relevant experience.
- 40.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of IGL or of any other public sector entity or with regard to such persons holding shares in the Company.
- 40.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by IGL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and IGL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.
- 40.7 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Delhi and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.
- 40.8 The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.

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

41.0 SUBLETTING AND ASSIGNMENT

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

42.0 COMPUTATION / ARITHMETICAL ERROR

The bids shall be checked for computation error, if any to arrive at the computed price as per provisions of bidding documents. Arithmetical error will be rectified on the following basis: Discrepancy between unit price & total price: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. While preparing the bid documents, due care shall be taken to ensure that unit of measurement for payment for items as provided in SOR is the same as stipulated in technical specification and measurement clause.

43.0 TERMINATION AND FAILURE CLAUSE

Time and date of delivery shall be the essence of the contract.

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

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

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

43.1 Grounds of termination:

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

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

44.0 FORCE MAJEURE

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

44.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by respective parties.

- (a) The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, unprecedented floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the owner and the contractor, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods.
- (b) Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- (c) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has adversely affected the overall completion schedule.
- (d) If deliveries of bought out items and/or works to be executed by the contractor are suspended by Force Majeure conditions lasting for more than 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually.
- (e) If during the concurrence of the contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the work, provided always that the owner shall be entitled, at any time after such outbreak of war to terminate the contract by giving notice in writing to the contractor and upon such notice being given the contractor shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- (f) If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence remove from the site all the contractor's equipment and shall remove similar facilities of his sub-contractors.

45.0 APPLICABLE LAW

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

46.0 WHISTLE-BLOWER POLICY

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

Indraprastha Gas Limited (IGL) has implemented whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements laid down by SEBI (LODR) Regulations, 2015. With the implementation of vigil mechanism, the company provides a platform to its vendors and suppliers to come forward and raise their genuine concerns without any fear of retaliation and victimization.

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

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

47.0 ORDER / CONTRACT CLOSURE

47.1 One of the essential requirements after the execution of order by the supplier and completion of work by contractor is the closure of the order / contract, when both the parties formally declare that there are no outstanding dues and the supplies have been made / work has been accomplished in accordance with the provisions of the Purchase Order / contract.

47.2 The following essential elements have to be ascertained in accordance with the agreed terms and conditions.

- (a) The supplies conform to the specifications contained in the Purchase Order. Correspondingly, the work has been performed at site in accordance with the specifications contained in the contract and the same have been taken over by IGL.
- (b) The time schedule permitted for completion of supplies / execution of work has been adhered to and there are no time over-runs. If any extensions in time were necessary as a result of delay by either of the parties, the contractual provisions pertaining to such delays have been satisfactorily implemented. For example, in the event the delays were attributable to the supplier / contractor and the Purchase Order / contract provided for applicability of price reduction and the same have been applied and amounts due, recovered.
- (c) Payments in accordance with the provisions of the Purchase Order / contract based on necessary inspections / joint measurements have been made and any and all bank guarantees for performance / security to cover the guarantees and warranties as are provided for in the Purchase Order / contract have all been obtained from the supplier / contractor.
- (d) All materials issued to the contractor as free issue or on the basis of an issue price contained in the contract have been reconciled and any excess material issued have been returned to the stores and duly accounted for. Any excess consumption and any scraps generated in accordance with the provisions of the contract and or any excess scrap generated have also been duly accounted for and recoveries if any made from the contractor.
- (e) In the event any shortages or damages were noticed in the materials received, necessary replacements have either been received or claims lodged for replacement of such materials in so far as the liability of the supplier can be specified in that context. Similarly, for the damages and or defects noticed in the works executed by the contractors, necessary rectifications have been carried out to the satisfaction of IGL and recovery if any made in that regard from the contractor.
- (f) For any additional works executed by contractor necessary measurements have been carried out, in case such works did not form part of schedule of rates, necessary analyses of the rates have been obtained and accepted based on contractual provisions / market rates and the payment effected to the contractor duly acknowledged by him.

47.3 The contractor shall submit to IGL, any claim arising out of the contract or otherwise within a period of 30 days from the date of cause of action of the said claim. The contractor shall be deemed to have waived its rights to claim the same, if not raised within 30 days of cause of action of said claim. The said claim, if not raised within 30 days, cannot be taken up at any forum by the contractor including arbitration. This provision shall be incorporated in the bid documents as terms & conditions of contract.

47.4 Contractor will be required to submit final bill along with all relevant documents including material reconciliations to the owner within 60 days' period of the completion of work. IGL will ensure closure of the contract within 30 days of receipt of requisite documents / order closure recommendation from Project Management Consultant (PMC) / EIC.

48.0 DETAILS OF CORRESPONDENCE

48.1 Head (C&P and Stores), C&P Department, Indraprastha Gas Limited, IGL Bhawan, 4, Community Centre, Sector-9, R. K. Puram, New Delhi 110 022, India.

48.2 Telephone: +91 (11) 4607 4607

48.3 Email: ankush.jain@igl.co.in; ajitesh.kushwaha@igl.co.in; varun.gupta@igl.co.in; deepak.jain@igl.co.in.

SECTION V
SCOPE OF WORK

(REFER TENDER PART II OF II - TECHNICAL VOLUME)

SECTION VI

SCHEDULE OF RATES

(Format of Price Bid is provided below and IGL Offered Schedule of Rates is appended at the end of this document)

PRICE BID

(On Bidder's letter head)

M/S INDRAPRASTHA GAS LIMITED,
NEW DELHI.

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

Name of Bidder: _____

I/We have read the complete Tender Document including Schedule of Rates provided with the tender document and understood the complete scope of work. We have gone through the IGL's offered rates mentioned in the Schedule of Rates. We are submitting our prices in percentage as provided below, and the same shall be binding on me/us.

Fill any one of the following:

I /We hereby agree to carry out the tendered work at _____% (In Words _____percentage)
BELOW the IGL offered rates mentioned in attached Schedule of Rates.

OR

I /We hereby agree to carry out the tendered work AT PAR with the estimated rates mentioned in attached Schedule of Rates.

OR

I /We hereby agree to carry out the tendered work at _____% (In Words _____percentage)
ABOVE the IGL offered rates mentioned in attached Schedule of Rates.

Notes:

1. Percentage mentioned above will be applicable uniformly on all SOR items.
2. Bidder to Quote only in one of the appropriate para above and strike out whichever is not applicable.

For and on behalf of M/s. _____

(Seal and Signature of authorized bid signatory)

Name: _____

Designation: _____

SCHEDULE OF RATES (SOR)			
S.NO.	Description	Unit	Unit Rate (All inclusive prices except GST) (in INR)
PART-I			
MDPE LAYING			
1	MDPE Service Line laying in O&M areas		
	Includes laying of pipeline (for 20 & 32mm) in all type of surface i.e. Kutcha, metal, concrete (PCC/RCC), bituminous, tiled, brick lined etc. after braking up of hard surface of any type by any methodology. Roads, Pavement, Footpaths etc. shall be made motorable once the pipeline is laid. Supply & installation of GI Sleeve / Half round Concrete sleeve shall be included in laying rates.		
	Supply & installation of GI Sleeves, 2.5" NB x 300 mm length Half Round Concrete Sleeves for domestic connections, 3" NB x 300 mm length GI Sleeve for commercial and industrial installations (as per Drg No14588-20-03-18)) excavation, breaking through any obstructions, insertion of pipe, sealing the annulus, fixing of the sleeves with concrete mix, preparation of pedestal & restoration of excavated pits within the size of pedestal & the same pit with the laying of 20/32 mm as defined in technical specification and instruction of EIC.The rates shall include liaison rates with statutory bodies, HSE and no separate rates are payable under this SOR. Wherever service lines are to be laid as per Dwg.- 14885-10-03-46A.		
	Note:- a. Old Project area shall be defined as an area where any of following criteria are being met: 1. MDPE line is already been charged for more than 6 months. 2. MDPE is laid and gasified by another contractor (currently not working in respective zone) b. Additional rate for construction of RCC structure for protection of service line shall be payable under SOR no. 1.3		
1.1	For pipe length up to 8 meters (O&M area)	Nos	6,147.05
1.2	Per meter rate for pipeline more than 8 meters (Per meter additional rate shall be payable above SOR item no. 2.1)	M	382.08
1.3	Construction of RCC structure for protection of service line (20/32 mm dia.) for drain/nallah (adjacent to house / Boundry walls / Multistory Buildings) crossing as per Dwg.- 14885-10-03-46A		
	The scope includes construction providing and laying reinforced cement concrete of M-25 grade (Concrete shall be design mix/nominal mix) with 20mm & down size graded crushed stone aggregates in Non suspended slabs/pavement slabs including pedestal/ramp etc., laying in alternate panels to required slopes, all necessary form work and finishing the top surface rough/smooth as required in any position, shape, level and thickness etc. The rates includes grouting of pockets, supply of material, tools, shuttering, Reinforce ment etc.	Nos.	2,374.23
2	Restoration of trenches		
2.1	Restoration to original conditions of dismantled surface like Asphalted/Bituminous Road, Concrete Pavement, Agra /Kota Stones / Tiles (Chequered/interlocking etc.), Dry Brick Pavement as per the technical specifications attached in the tender after laying of pipeline in Built- Up surface, as per the directions of EIC / Site Incharge. Scope includes supply of the approved quality material, testing of materials by third party agencies as per technical specification / CPWD / IRC Standards, submission of the restoration reports, obtaining no objection certificates from the concern local authorities /land owners / third party inspection agencies designated by land owing agencies and Owner.	Cu.M	4,348.09
2.2	Providing & laying, Fixing, of cement concrete interlocking paver blocks of approved size, design shape as per the directions of EIC / Site Incharge. Scope includes supply of the approved quality material, testing of materials by third party agencies as per technical specification / CPWD / IRC Standards.	Sq.M	860.55
3	Laying in continuous water seepage area:		
	The water seepage area shall be defined as an area where the MDPE pipeline has to be laid, in such locations where continuous water seepage occur during trench activity and the same shall not be possible. In that case, the contractor shall have to deploy additional equipment i.e. de-watering pumps etc. for continuous de-watering so that waterlogging shall be avoided. The rates are payable over and above the Laying rates as per relevant SOR item no 1.	M	31.84
4	Fabrication & Installation of Pipeline Markers:		
	Supply and Installation of Stone Route Markers, Powder Coated Plate / Pole Markers as per the attached drawings, along the route / along boundary wall, lamp posts including all associated civil works such as excavation and construction in all types of soils, construction of pedestals and grouting with concrete, cleaning, supply and application of approved colour and quality of primer and paint, stencil letter cutting of numbers, direction, chainage etc., restoration of area to original condition and performing all works as per drawings, specification and instruction of Engineer-in-Charge. The rates shall include liaison rates with statutory bodies and restoration rates and no separate rates are payable under this SOR.		
4.1	Plate marker as per Drg No Drg No 14588-10-03-28)	Nos	301.48
5	Charges for compliance to Health, Safety & Environment (HSE) as detailed in Scope of Work.		
5.1	GI Section- Safety requirement per Rise- Use of Fall arrestor/ petzl, Ascendors/descendors, PPE, Barricades/ Warning Boards (03 Nos.) connected with warning/Caution tapes in areas where piping work is in progress. Use of Safety shoes, Walky talky, Hand gloves, Reflective jackets, Hard hats(helmets), eye and ear safety equipments, Fire extinguishers and as per the detailed scope of work in tender specifications; In case of non compliance- Refere SCC clause - for applicable penalty . Upto 4th GI (G+4) floor full body safety harness & accessories shall be of KARAM or equivalent make. Note- This SOR is applicable for Non LMC length of GI Section only.	Nos	572.78
PART II			
GI / COPPER SECTION			
Supply & Installation of Powder Coated GI Service Pipe & Fittings			
6	NON LMC		
6.1	Supply & installation powder coated 1/2" GI Pipe from TF to regulator - up to 1.5 Mtr Length	Nos	478.51
6.2	Supply & Installation of powder coated 1/2" GI Riser from regulator isolation valve to appliance for G+3 Apt and Individual kothi /Bungalow. Refer Drg No 14588-20-05-02)	M	452.70
6.3	Supply & installation of powder coated 3/4" GI Riser from regulator isolation valve to lateral isolation valve for Apt more than G+3 floors. Refer Drg No 14588-20-05-02)	M	483.48
6.4	Testing & Commissioning of already installed Riser GI / Copper Pipe (1/2" / 3/4" / 12mm) Non LMC riser (1/2" / 3/4")	M	64.67
6.5	Testing & Commissioning of already installed / Laterals GI / Copper Pipe (1/2" / 12mm / m/c) LMC	Nos	372.13
7	LMC		
7.1	PNG connection in O&M Area with riser-low rise		
7.1.1	Installation of meter with required fittings	Nos.	1,683.74
7.1.2	Supply and installation of GI/ Cu/ MLC pipe along with required fittings from Lateral isolation valve to appliance valve	M	525.36
7.2	PNG CONNECTIONS IN O&M AREA (ON EXISTING RISER)		
7.2.1	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation, The cumulative length of 1/2 "GI pipe within 2 m & Cu pipe within 2m or (GI + Cu) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + Cu) shall be payable only in case cumulative length exceeds 4m. Payment against additional length of (GI + Cu) shall be as per item 7.2.3 of SOR.	Nos.	3,947.25
7.2.2	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation, The cumulative length of 1/2 "GI pipe within 2m & MLC (Multilayer Composite) pipe within 2m or (GI + MLC) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + MLC) shall be payable only in case cumulative length exceeds 4 m. Payment against additional length of (GI + MLC) shall be as per item 7.2.3 of SOR.	Nos.	3,971.07
7.2.3	Powder coated GI and Cu installations for pipes more than 4 m per connection		
7.2.3.1	1/2" Powder coated GI	M	408.03
7.2.3.1	12mm Copper /m/c Pipe - Inside kitchen location only	M	409.02
PART III			
HIGH RISE SEGMENT (14 Storey & Above)			
8	LMC		
8.1	PNG CONNECTIONS IN O&M AREA (ON EXISTING RISER)		
8.1.1	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation, The cumulative length of 1/2 "GI pipe within 2 m & Cu pipe within 2m or (GI + Cu) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + Cu) shall be payable only in case cumulative length exceeds 4m. Payment against additional length of (GI + Cu) shall be as per item 9 of SOR.	Nos.	4,143.82
8.1.2	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation, The cumulative length of 1/2 "GI pipe within 2m & MLC (Multilayer Composite) pipe within 2m or (GI + MLC) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + MLC) shall be payable only in case cumulative length exceeds 4 m. Payment against additional length of (GI + MLC) shall be as per item 9 of SOR.	Nos.	4,120.98
9	Powder coated GI and Cu installations for pipes more than 4 m per connection.		
9.1	1/2" Powder coated GI	M	408.03
9.2	12mm Copper/m/c - Inside kitchen location only	M	451.71
10	NG conversion for domestic connection		
10.1	Providing services for NG conversion, monitoring the pendency and conversion of stoves including the supply of material required for conversion of appliance/stove + Tools & Tackles required, Printing of JMR sent by IGL In-charge on email, scanning of signed JMR and submission to In-charge, completion of NG conversion within the defined TAT.	Nos.	332.33
10.2	Performing Slab hole by using specific tools (wherever required)	Nos.	228.85
10.3	Performing Core cutting by using specific tools (wherever required)	Nos.	205.96
10.4	Performing glass cutting by using specific tools (wherever required)	Nos.	76.61
10.5	Replacement of defective Meter/Domestic Regulator/Meter Regulator with new ones (which are freely issued by IGL)	Nos.	302.48
10.6	Extension of existing / modification in GI pipeline	M	421.87
10.7	Extension of existing / modification in Cu pipeline	M	407.94

SECTION VII
FORMS AND FORMATS

**FORM 1
BIDDER'S GENERAL INFORMATION**

(Information must be provided on bidder's letterhead)

1.	Vendor Name*	
2.	Date of Incorporation and Number of Years in Operation	
3.	Complete Office Address*	_____ _____ _____ City: _____ District: _____ PIN: _____ State: _____ Country: _____
4.	Telephone Number*	(Country code) – (Area code) – (Telephone number)
5.	Mobile Number, if any	
6.	E-mail address*	
7.	Website	
8.	Fax Number	(Country code) – (Area code) – (Telephone number)
9.	Type of Business/Industry	
10.	ISO Certification, if any	
11.	Whether Manufacturer / Dealer / Trader / Distributor / Stockist	
12.	Types of material / service Provided	
13.	Bank's Name*	
14.	Bank's Branch*	
15.	Branch address*	
16.	Branch Code*	
17.	Bank account number*	
18.	Account type*	
19.	IFSC Code*	
20.	MICR Code*	
21.	Payment/bidding currency*	
22.	Type of Firm: Proprietorship / Partnership / Private Ltd. / Public Ltd. / LLP / others*	
23.	If others please specify	

24.	Names of Proprietor / Partners / Directors (All directors, list may be provided separately)	
25.	PAN No.*	
26.	EPF No.	
27.	MSME category, if applicable*	1. Type of Enterprises _____ 2. Social Category of Enterprises _____ 3. Gender (Male/Female/Transgender/NA) _____ 4. UDYAM no. _____
28.	GST registration no. (if registered)* (of the same address as provided above)	
29.	If unregistered, specify with Reason	a. Turnover threshold b. Providing exempted goods/services c. Others (specify): _____

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Fields marked * are mandatory
- 3 Mandatory supporting documents to be submitting with the above details include the following:
 - a. **PAN card copy**
 - b. **GST certificate copy, if registered (of the same state as the office address mentioned above)**
 - c. **Cancelled cheque of the bank account mentioned above or its copy**
 - d. **In case of NSIC / MSME registered vendor, copy of registration certificate**
- 4 Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents

FORM 2
ZERO DEVIATION FORM

(On Bidder's letter head)

M/S INDRAPRASTHA GAS LIMITED,
NEW DELHI.

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

The BIDDER M/s. _____ confirms
that all clauses of the tender document no. _____ are fully understood and complied
by the BIDDER and no deviation whatsoever has been sought from the tender terms and conditions.

(Seal and Signature of authorized bid signatory)

Name: _____

Designation: _____

FORM 3
DECLARATION FOR LEGAL PROCEEDINGS AND BANNING

(On Bidder's etter head)

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

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

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

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

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

FORM 4
DECLARATION OF ACCEPTANCE OF TENDER DOCUMENT

(On Bidder's letter head)

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

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

Sir,

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

Yours faithfully,

(Seal and Signature of authorized bid signatory)

Name: _____

Designation: _____

FORM 5
PRO FORMA FOR LETTER OF AUTHORITY

(On Bidder's letter head)

No.

Date:

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

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

Sir,

We, _____ hereby authorize following representative(s) to attend the Walk-in process along with all requisite documents against above Tender Document:

1. Name & Designation _____ Signature _____
2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

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

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

FORM 6
UNDERTAKING REGARDING DEPLOYMENT CAPACITY

(On Bidder's letter head)

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

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

Sir,

Subject: Undertaking for Deployment Capacity of Plumbers and Helpers for PNG Connections

We, M/s. _____, hereby undertake and confirm that adequate manpower shall be deployed for execution and completion of PNG connection works within the stipulated completion period.

In this regard, we hereby declare the following manpower availability:

S. No.	Description	Available Strength
1	Number of Plumbers Available	_____ Nos.
2	Number of Helpers Available	_____ Nos.
3	Total Number of Teams Available (1 Plumber + 1 Helper = 1 Team)	_____ Teams

Further, we understand that:

- One team consists of one (1) plumber and one (1) helper.
- One team is capable of completing approximately _____ PNG connections per day.
- Considering the anticipated availability of approximately 200–300 interested working fronts per month we acknowledges that deployment of a minimum 4–5 plumber teams shall be necessary for effective and timely execution of the assigned works. We further undertakes to maintain the requisite manpower throughout the contract period.
- The manpower proposed under this contract shall be additional in nature and shall not be sourced through diversion, transfer or inducement of plumbers and helpers presently deployed by existing IGL contractors.

We hereby confirm that sufficient manpower/resources shall be deployed throughout the execution period to achieve the required progress and timely completion of the work.

For M/s _____

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

**FORM 7
UNDERTAKING BY CURRENT CONTRACTOR**

(On Bidder's letter head)

UNDERTAKING

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

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

I/We, _____, authorized representative(s) of M/s. _____, hereby undertake and confirm that:

1. We have been awarded work under the existing **IGL Tender No. IGL/ET2/CP/CP18519** and have completed the cumulative monthly target of **RFC from 01.03.2026 to 31.05.2026**, as applicable.
2. We understand and accept that our participation under the proposed **Walk-in Methodology** is subject to fulfillment of the eligibility criteria prescribed by IGL, including the performance requirements under the existing tender.
3. We hereby undertake to maintain, at a minimum, the **average strike rate of April 2026 and May 2026** attained under the existing Tender No. IGL/ET2/CP/CP18519 during the execution of work allotted through the Walk-in Methodology.
4. The manpower proposed under this contract shall be additional in nature and shall not be sourced through diversion, transfer or inducement of plumbers and helpers presently deployed by existing IGL contractors.
5. We further acknowledge and agree that, in the event of failure to achieve the aforesaid average strike rate, **we shall not be entitled to claim, demand, or seek allocation of any work under the tender through the Walk-in Methodology**, and the decision of IGL in this regard shall be final and binding upon us.

For and on behalf of M/s _____

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

FORM-8
AGREED TERMS AND CONDITIONS

IGL Tender No.: IGL/ET2/CP/CP18908 - Hiring of Contractors for LMC work for IGL's CGD Network through Walk-in Method

Bidder's name		
Sr.	Requirement	Response/Acceptance
Bidder's General Information		
1.	Bidder's own bid Reference No. and Date	
2.	Date of incorporation of company	
3.	Company Address(es) in India	
4.	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
5.	Names/Details of Directors / Proprietor / Partners	
6.	Name of contact person (for bidding activities)	
7.	Phone no. of contact person	
8.	Email ID of contact person	
9.	GST registration number (on which Contract is sought in case of award)	
Commercial Terms and Conditions Acceptance		
1.	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	Agree
2.	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
3.	Prices quoted by the bidder shall be all-inclusive including all taxes, duties, levies, fees, insurance, etc.	Agree
4.	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
5.	Bidder accepts the contractual validity period as per tender	Agree
6.	Bidder accepts the terms of payment as per tender	Agree
7.	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
8.	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree

9.	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
10.	Bidder accepts all statutory compliances against tender	Agree
11.	Bidder has read and accepts the tender document in toto	Agree
12.	Bidder accepts that no deviation has been sought from the tender document and declaration regarding the same has been submitted as per tender format	Agree
13.	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

For and on behalf of M/s _____

(Seal and Signature of authorized bid signatory)

Name _____

Designation: _____

CHECKLIST**Bidder Name:** _____**Bidders have to Submit following self-attested documents:**

Sr.	Description	Submitted
1.	Self-attested Work experience documents i.e. Copy of LOA/ Work Order/ Completion certificate/Work Execution Agreement	Yes/No
2.	Self-Attested Copy of PAN	Yes/No
3.	Self-Attested Copy of GSTIN, if applicable	Yes/No
4.	Self-attested price bid containing overall percentage of discount/markup over the IGL offered Schedule of Rates as per format provided at Section-VI (Schedule of Rates) of this document	Yes/No
5.	Power of Attorney for the authorized bid signatory on non-judicial stamp paper (along with Board Resolution in case of Private or Public Limited company / Partnership Deed in case of Partnership/LLP) / Affidavit in case of Proprietorship if bid signatory is Proprietor.	Yes/No
6.	Form-1: Bidder's General Information with supporting docs	Yes/No
7.	Form-2: Zero Deviation Form	Yes/No
8.	Form-3: Declaration for Legal Proceedings and Banning	Yes/No
9.	Form-4: Declaration of Acceptance of Tender Document	Yes/No
10.	Form-5: Pro Forma For Letter Of Authority	Yes/No
11.	Form-6: Undertaking Regarding Deployment Capacity	Yes/No
12.	Form-7: Undertaking by Current Contractor	Yes/No
13.	Form-8: Agreed Terms and Conditions	Yes/No

**FOLLOWING FORMATS ARE FOR THE PURPOSE OF POST-AWARD
OF CONTRACT**

ANNEXURE - IV
PERFORMA OF INDEMNITY BOND FOR
SUPPLY OF MATERIALS BY PURCHASER/ OWNER

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS INDRAPRASTHA GAS LIMITED, NEW DELHI (INDIA) (hereinafter referred to as "IGL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 4, Community Center, Sector-9, R. K. Puram, New Delhi has entered into an Contract with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the Contract No. _____ Dated _____ and PO no. _____ dated _____ and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) IGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by IGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by IGL to the CONTRACTOR, IGL has required the CONTRACTOR to furnish to IGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to IGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to IGL forthwith on demand in writing without protest or demur the value as specified by IGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with IGL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (In words _____ only).

AND THE CONTRACTOR hereby agrees with IGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of IGL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to IGL in terms of hereof.

- iii) The mere statement of allegation made by or on behalf of IGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of IGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by IGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by IGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to IGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

Place:

(Signed by Competent Authority)

Dated:

Official seal of the CONTRACTOR

ANNEXURE - V
PERFORMA OF INDEMNITY BOND

WHEREAS INDRAPRASTHA GAS LIMITED, NEW DELHI (INDIA) (hereinafter referred to as "IGL") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 4, Community Center, Sector-9, R. K. Puram, New Delhi has entered into a contract with M/s * _____ (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at * ___ and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

IGL has also advised the Contractor to execute an Indemnity Bond in general in favour of IGL indemnifying IGL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ sub-contractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of IGL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/liabilities that may be raised by the Contractor or any third party against IGL under or in relation to this contract. The Contractor undertakes to compensate and pay to IGL and/or any of its employees, Directors including Independent Directors, forthwith on demand without any protest the amount claimed by IGL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with IGL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of IGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which IGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/ assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of IGL are settled by the Contractor and/or IGL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:

For [Contractor]
Authorized Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

ANNEXURE - VI
NO CLAIM CERTIFICATE

(On the Letterhead of Contractor)

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *___ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of *___ and *___ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by IGL (Indraprastha Gas Limited). in reference to Tender No. _____ dated _____ (“Contract”).

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs. _____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from IGL.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _____ and IGL under and with reference to said Contract stands fully and finally settled.

We further absolve IGL from all liabilities present or future arising directly or indirectly out of the Contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor

Dated :

Bank Guarantee No.....
Date.....

CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

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

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

Dear Sir,

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

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

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

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

Bank Guarantee No.....
Date.....

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

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

Dated this the _____ day of _____ 2026 _____ at _____

1. The guarantee shall not be affected by any change in constitution of the bank or by absorption/merger of bank with any other body or corporation.
2. The guarantee shall be in addition to and not in substitution for any other guarantees or security for the supplier/Contractor given or to the owner in respect of said purchase order by the bank (whether alone or jointly with others).
3. The bank hereby declares that _____ (Name of the person signing on behalf of bank) _____ is authorized to sign this guarantee /undertaking on behalf of the bank and to bind the bank thereby.
4. Any notice by way of request, demand or otherwise hereunder may be sent by post/courier to the bank address and duly verified by proof of delivery will be sufficient & shall be deemed as claim lodging date by owner.
5. This guarantee is operative at _____ in Delhi NCR (name and address of the branch in Delhi NCR location only) branch, _____ (Place).
6. Details of issuing and operating branches are as under:

	Issuing/Outstation Bank details	Local Operating (Delhi NCR) bank details.
Postal Address		
Telephone no / Fax No		
Contact person		
Email ID		

7. These present shall be governed by and construed in accordance to Indian law.

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs. (amount in figures and words).
2. This Bank Guarantee shall be valid up to (Contract period + Min period as defined in contract/Tender (i.e. 90 days beyond contract/defect liability period whichever is higher)).
3. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before ” (at least 1 month beyond BG expiry date.)

WITNESS

(Signature)

(Name)

(Official Address)

(Signature Bank Signatory)

Bank Rubber Stamp

(Name)

Designation with Bank
Stamp plus Attorney as
Per Power of Attorney

No.....

Dated.....

SCHEDULE OF RATES (SOR)			
S.NO.	Description	Unit	Unit Rate (All inclusive prices except GST) (in INR)
PART-I			
MDPE LAYING			
1	MDPE Service Line laying in O&M areas		
	Includes laying of pipeline (for 20 & 32mm) in all type of surface i.e. Kutcha, metal, concrete (PCC/RCC), bituminous, tiled, brick lined etc. after braking up of hard surface of any type by any methodology. Roads, Pavement, Footpaths etc. shall be made motorable once the pipeline is laid. Supply & installation of GI Sleeve / Half round Concrete sleeve shall be included in laying rates.		
	Supply & installation of GI Sleeves, 2.5" NB x 300 mm length Half Round Concrete Sleeves for domestic connections, 3" NB x 300 mm length GI Sleeve for commercial and industrial installations (as per Drg No14588-20-03-18)) excavation, breaking through any obstructions, insertion of pipe, sealing the annulus, fixing of the sleeves with concrete mix, preparation of pedestal & restoration of excavated pits within the size of pedestal & the same pit with the laying of 20/32 mm as defined in technical specification and instruction of EIC.The rates shall include liaison rates with statutory bodies, HSE and no separate rates are payable under this SOR. Wherever service lines are to be laid as per Dwg.- 14885-10-03-46A.		
	Note:- a. Old Project area shall be defined as an area where any of following criteria are being met: 1. MDPE line is already been charged for more than 6 months. 2. MDPE is laid and gasified by another contractor (currently not working in respective zone) b. Additional rate for construction of RCC structure for protection of service line shall be payable under SOR no. 1.3		
1.1	For pipe length up to 8 meters (O&M area)	Nos	6,147.05
1.2	Per meter rate for pipeline more than 8 meters (Per meter additional rate shall be payable above SOR item no. 2.1)	M	382.08
1.3	Construction of RCC structure for protection of service line (20/32 mm dia.) for drain/nallah (adjacent to house / Boundry walls / Multistory Buildings) crossing as per Dwg.- 14885-10-03-46A		
	The scope includes construction providing and laying reinforced cement concrete of M-25 grade (Concrete shall be design mix/nominal mix) with 20mm & down size graded crushed stone aggregates in Non suspended slabs/pavement slabs including pedestal/ramp etc., laying in alternate panels to required slopes, all necessary form work and finishing the top surface rough/smooth as required in any position, shape, level and thickness etc. The rates includes grouting of pockets, supply of material, tools, shuttering, Reinforce ment etc.	Nos.	2,374.23
2	Restoration of trenches		
2.1	Restoration to original conditions of dismantled surface like Asphalted/Bituminous Road, Concrete Pavement, Agra /Kota Stones / Tiles (Chequered/interlocking etc.), Dry Brick Pavement as per the technical specifications attached in the tender after laying of pipeline in Built- Up surface, as per the directions of EIC / Site Incharge. Scope includes supply of the approved quality material, testing of materials by third party agencies as per technical specification / CPWD / IRC Standards, submission of the restoration reports, obtaining no objection certificates from the concern local authorities /land owners / third party inspection agencies designated by land owing agencies and Owner.	Cu.M	4,348.09
2.2	Providing & laying, Fixing, of cement concrete interlocking paver blocks of approved size, design shape as per the directions of EIC / Site Incharge. Scope includes supply of the approved quality material, testing of materials by third party agencies as per technical specification / CPWD / IRC Standards.	Sq.M	860.55
3	Laying in continuous water seepage area:		
	The water seepage area shall be defined as an area where the MDPE pipeline has to be laid, in such locations where continuous water seepage occur during trench activity and the same shall not be possible. In that case, the contractor shall have to deploy additional equipment i.e. de-watering pumps etc. for continuous de-watering so that waterlogging shall be avoided. The rates are payable over and above the Laying rates as per relevant SOR item no 1.	M	31.84
4	Fabrication & Installation of Pipeline Markers:		
	Supply and Installation of Stone Route Markers, Powder Coated Plate / Pole Markers as per the attached drawings, along the route / along boundary wall, lamp posts including all associated civil works such as excavation and construction in all types of soils, construction of pedestals and grouting with concrete, cleaning, supply and application of approved colour and quality of primer and paint, stencil letter cutting of numbers, direction, chainage etc., restoration of area to original condition and performing all works as per drawings, specification and instruction of Engineer-in-Charge. The rates shall include liaison rates with statutory bodies and restoration rates and no separate rates are payable under this SOR.		
4.1	Plate marker as per Drg No Drg No 14588-10-03-28)	Nos	301.48
5	Charges for compliance to Health, Safety & Environment (HSE) as detailed in Scope of Work.		
5.1	GI Section- Safety requirement per Rise- Use of Fall arrestor/ petzl, Ascendors/descendors, PPE, Barricades/ Warning Boards (03 Nos.) connected with warning/Caution tapes in areas where piping work is in progress. Use of Safety shoes, Walky talky, Hand gloves, Reflective jackets, Hard hats(helmets), eye and ear safety equipments, Fire extinguishers and as per the detailed scope of work in tender specifications; In case of non compliance- Refere SCC clause - for applicable penalty . Upto 4th GI (G+4) floor full body safety harness & accessories shall be of KARAM or equivalent make. Note- This SOR is applicable for Non LMC length of GI Section only.	Nos	572.78
PART II			
GI / COPPER SECTION			
Supply & Installation of Powder Coated GI Service Pipe & Fittings			
6	NON LMC		
6.1	Supply & installation powder coated 1/2" GI Pipe from TF to regulator - up to 1.5 Mtr Length	Nos	478.51
6.2	Supply & Installation of powder coated 1/2" GI Riser from regulator isolation valve to appliance for G+3 Apt and Individual kothi /Bungalow. Refer Drg No 14588-20-05-02)	M	452.70
6.3	Supply & installation of powder coated 3/4" GI Riser from regulator isolation valve to lateral isolation valve for Apt more than G+3 floors. Refer Drg No 14588-20-05-02)	M	483.48
6.4	Testing & Commissioning of already installed Riser GI / Copper Pipe (1/2" / 3/4" / 12mm) Non LMC riser (1/2" / 3/4")	M	64.67
6.5	Testing & Commissioning of already installed / Laterals GI / Copper Pipe (1/2" / 12mm / m/c) LMC	Nos	372.13
7	LMC		
7.1	PNG connection in O&M Area with riser-low rise		
7.1.1	Installation of meter with required fittings	Nos.	1,683.74
7.1.2	Supply and installation of GI/ Cu/ MLC pipe along with required fittings from Lateral isolation valve to appliance valve	M	525.36
7.2	PNG CONNECTIONS IN O&M AREA (ON EXISTING RISER)		
7.2.1	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation. The cumulative length of 1/2 "GI pipe within 2 m & Cu pipe within 2m or (GI + Cu) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + Cu) shall be payable only in case cumulative length exceeds 4m. Payment against additional length of (GI + Cu) shall be as per item 7.2.3 of SOR.	Nos.	3,947.25
7.2.2	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation. The cumulative length of 1/2 "GI pipe within 2m & MLC (Multilayer Composite) pipe within 2m or (GI + MLC) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + MLC) shall be payable only in case cumulative length exceeds 4 m. Payment against additional length of (GI + MLC) shall be as per item 7.2.3 of SOR.	Nos.	3,971.07
7.2.3	Powder coated GI and Cu installations for pipes more than 4 m per connection		
7.2.3.1	1/2" Powder coated GI	M	408.03
7.2.3.1	12mm Copper /m/c Pipe - Inside kitchen location only	M	409.02
PART III			
HIGH RISE SEGMENT (14 Storey & Above)			
8	LMC		
8.1	PNG CONNECTIONS IN O&M AREA (ON EXISTING RISER)		
8.1.1	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation. The cumulative length of 1/2 "GI pipe within 2 m & Cu pipe within 2m or (GI + Cu) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + Cu) shall be payable only in case cumulative length exceeds 4m. Payment against additional length of (GI + Cu) shall be as per item 9 of SOR.	Nos.	4,143.82
8.1.2	Supply and installation from existing riser to appliance along with meter installation - Supply and installation from lateral isolation valve to appliance along with meter installation. The cumulative length of 1/2 "GI pipe within 2m & MLC (Multilayer Composite) pipe within 2m or (GI + MLC) within 4m after lateral isolation valve upto appliance along with installation of meter. Additional quantity above 4 Meters (GI + MLC) shall be payable only in case cumulative length exceeds 4 m. Payment against additional length of (GI + MLC) shall be as per item 9 of SOR.	Nos.	4,120.98
9	Powder coated GI and Cu installations for pipes more than 4 m per connection.		
9.1	1/2" Powder coated GI	M	408.03
9.2	12mm Copper/m/c - Inside kitchen location only	M	451.71
10	NG conversion for domestic connection		
10.1	Providing services for NG conversion, monitoring the pendency and conversion of stoves including the supply of material required for conversion of appliance/stove + Tools & Tackles required, Printing of JMR sent by IGL In-charge on email, scanning of signed JMR and submission to In-charge, completion of NG conversion within the defined TAT.	Nos.	332.33
10.2	Performing Slab hole by using specific tools (wherever required)	Nos.	228.85
10.3	Performing Core cutting by using specific tools (wherever required)	Nos.	205.96
10.4	Performing glass cutting by using specific tools (wherever required)	Nos.	76.61
10.5	Replacement of defective Meter/Domestic Regulator/Meter Regulator with new ones (which are freely issued by IGL)	Nos.	302.48
10.6	Extension of existing / modification in GI pipeline	M	421.87
10.7	Extension of existing / modification in Cu pipeline	M	407.94