

INDRAPRASTHA GAS LTD.	INSURANCE POLICY FOR IGL EMPLOYEES	
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**NOTIFICATION FOR
PRE-TENDER MEET FOR ANNUAL GROUP MEDICLAIM POLICY AND GROUP
ACCIDENTAL POLICY FOR IGL EMPLOYEES**

MEETING DATE : **16.03.2023**
TIME : **1500 HRS**
VENUE : **THROUGH MS-TEAM* (VIRTUAL)**

*link for the meeting shall be shared with the interested applicant who has shown their interest through e-mail to IGL at gaurav.agrawal1@igl.co.in with copy to sachin.mujoo@igl.co.in & [sarita tiwari@igl.co.in](mailto:sarita_tiwari@igl.co.in) on or before 15.03.2023. Please send the request letter with subject, "IGL Group medi-claim policy pre-tender meeting request".

MEETING AGENDA: Discussion of IGL requirement, draft scope is enclosed with this.

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SCOPE OF INSURANCE COVERAGES

Insured: - M/s Indraprastha Gas Limited, Plot 4, Community Center, IGL Bhawan, Sector 9, Rama Krishna Puram, New Delhi, Delhi 110022

Introduction:

Brief about the company

- IGL is a City Gas Distribution (CGD) company, mainly consists of supplying of Compressed Natural Gas (CNG) for transport sector and Piped Natural Gas (PNG) to domestic, commercial, & industrial customers.
- The Piped Natural Gas (PNG) is being used for cooking, water heating, air conditioning, captive power as an alternate to LPG, Coal and Diesel and its major consumers are homes, commercial customers, industrial customers, hospitals, canteens, crematoriums, etc. whereas supply of Compressed Natural Gas (CNG) to vehicles covering three wheelers, taxis, private cars, tempos, private and public transport buses, etc.
- For more details you can visit our Website <http://www.iglonline.net/english/Default.aspx>

Period of Insurance Coverage: 9/04/2021-8/04/2022

Family	Employee + Spouse + 2 Dependent Children + Parents
Age	Day 1 to 95 years
Family size:	(Employee +5)
Type of cover	Family Floater
Sum Insured	As mentioned
Retired Employees Domiciliary Hospitalization	To be covered as per data provided covered
Pre-existing disease 30 Days Waiting period 1/2/4 year exclusion Pre (30 days) & Post (60 days) Hospitalization Internal Congenital ailment	To be waived off To be waived off To be waived off To be covered To be covered
Maternity 9 months waiting period Pre & post natal expenses (In-patient basis) Newborn baby hospitalization	Normal delivery- Rs 50, 000/- C-section – Rs. 75,000/- To be waived off To be covered To be covered from 1 day and to be treated as separate claim. Coverage upto family SI. New born baby is covered from day one. All expenses incurred on the new born baby during maternity will be covered in addition to the maternity limit up to Rs.15000/- per child for any routine treatment / vaccination /

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Hospitalization of mother due to complications (sepsis, etc.)	engagement of pediatric during hospitalization for maternity/delivery. However, if the baby contracts any illness the same shall be considered in the sum insured + Corporate buffer. Baby to be taken as an additional member within the normal family floater. Complications in maternity including operations for extra uterine pregnancy in the up to the Sum Insured + Corporate Buffer, missed abortion, miscarriage or abortions induced by accidents are covered under the limit of Maternity; Expenses incurred for medical Termination of Pregnancy
Corporate Buffer	Rs. 40 lakhs Amount shall be utilized as per IGL's description
Room Rent	As per entitlement mentioned below
Act of Terrorism	To be covered
Co-payments	None
Other Inclusions:	
Ambulance Charges	1% of Sum Insured or Rs. 5,000 whichever is less. Ambulance charges are payable per trip to hospital and/ or transfer to another hospital or transfer from hospital to home if medically advised.
Dietician charges during hospitalization	1% of Sum Insured or 5,000 whichever is less
Antenatal and Post natal benefit	Within maternity SI limit case of Hospitalization with capping of Rs. 5,000
General OPD/Dental and Vision OPD coverage (To be charged on pro-rata basis, not part of the issued policy/Quoted price)	Capping of Rs. 20,000 covering for Practitioner Fees (MBBS and above) Charges of medical tests and medicines to be covered, including that of eye & Dental treatment (1) Restorative Procedures including Filling, Root Canal, Capping. (2) Tooth Extraction (3) Tooth Replacement, Prosthetic Bridging. Dental treatment exclusion: Treatment for cosmetic purposes, Orthodontia. The coverage which are not part of IPD, to be covered under OPD.
General All OPD/Dental/All Capped ailment/etc and Vision OPD coverage (To be charged on pro-rata basis, not part of the issued policy/Quoted price)	Up to OPD limit
Private Nursing and RMO charges	Nursing Charges, Service Charges, IV Administration Charges, Nebulization Charges, RMO Charges, Anesthetic, Blood, Oxygen, Operation Theatre Charges, surgical appliance, OT consumables, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like pacemaker, Defibrillator Ventilator, orthopedic implants, Cochlear Implant,

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	any other implant, intra ocular lenses, infra cardiac valve replacements, vascular stents, any other valve replacement, laboratory/ diagnostic tests, X-ray CT scan, MRI , any other scan, scopes and such similar expenses that are medically necessary, or incurred during hospitalization as per the advice of the attending doctor. Up to policy sum insured and other all allowable expenses incurred as is globally accepted as rule of IRDA.
Day Care Procedures as mentioned, but not limited, in Annexure -1.	<ul style="list-style-type: none"> • To cover treatments which is less than 24 hours hospitalization), OPD services shall not be part of day care facilities. • Covered up to sum-insured
Congenital External Ailments	25% of SI external congenital cover for life threatening situation where medically advised
Full coverage for injection Ramicade /Injection Avastin/ injection Lucentis	Within family SI
Coverage for oral and chemotherapy/ PET Scan	Oral and chemotherapy/ pet scan (within Family SI)
Home visit Charges for Physiotherapist	Prescribed by treating/operating doctor subsequent to any surgery certified by treating doctor) subsequent to any surgery and certified by treating doctor not exceeding Rs. 500 per day and Rs. 5000/- overall for all such cases.
Mothers Stay (Room rent only) coverage when baby (<=1 year of age) is hospitalized for critical illness/severe illness	To be included – Within Family SI
Lasik Surgery	For Correction of refractive error above 7.5+-
Psychiatric / Psychosomatic ailment	Within Family SI
All medical expenses to be covered including Instrument Charges	Taxes and other charges:- All taxes, surcharges, service charges, registration charges, admission charges, Nursing charges and admission charges to be payable. Charges for diapers and sanitary pads are payable if necessary as part of the treatment. Charges for hiring a nurse/ attendant during hospitalization will be payable only in case ICU/CCU, Neo natal nursing care or any other case where the patient is critical and requiring special care. Charges for hiring a nurse/ paramedic, post hospitalization for major accidents, stroke, coma, cancer or palliative care after multiple organ failure will be payable subject to Rs 750/- per day and Rs 10,000/- over all limit as per doctors' advice and on submission bill.
Ayush Benefit to be covered	Alternative Treatment:-Alternative Treatment are forms of

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	treatment other than treatment “Allopathy” or “modern medicine and includes Ayurveda, Unani, Siddha, Homeopathy and Naturopathy in the Indian Context, for Hospitalization only and domiciliary for treatment only under ailments mentioned under clause number 3.1 in a hospital registered by the Central / State authorities. (Ref: 3.4 Alternative Therapy) For Ayurvedic, Unani, Siddha, Homeopathy and Naturopathy treatment, hospitalization expenses are admissible only when the treatment has been undergone in a government Hospital or in any Institute recognized by the Government and/or accredited by Quality Council of India/National Accreditation Board on Health. Company’s Liability for all claims admitted in respect of any/all insured person/s during the period of insurance shall not exceed the sum Insured stated in the schedule
Infertility Treatment	Covered Up to Normal 50K Maternity Limit
Coverage of life threatening situation	In view of a Life threatening situation and on the basis of the treating doctors advice. In case of maternity the Maternity Sub Limit may not be applicable but be covered upto sum-insured
Bariatric Surgery	Bariatric Surgery Covered under life threatening situations
Animal Bite	Animal (Dog/Rat/ Monkey/Snake) Bite covered up to 10K.
Room Rent	<ul style="list-style-type: none"> • Room rent restriction – Applicable • Normal Room: - 2% of (Individual/ floater) Sum insured per day • Intensive Care Unit :- 6% of (Individual/ floater) Sum insured per day (including quarantine cases) • Room rent and all other related charges covered in accordance with room rent restriction or actual, whichever is less. . In the event of a person being admitted in higher category, the related charges will be pro-rated to the eligible room rent limit. All other related charges will among other things include OT Charges, Doctors Charges, Nursing charges, Diagnostics and the same will be payable as per room rent entitlement.

Sub Limits:

No capping on ICU

Functional Endoscopic Sinus Surgery- Rs. 35,000/-

Kidney Stone removal to be included in IPD

Cataract- Rs. 50,000/-

Normal Delivery- Rs. 50,000/-

C-section- Rs. 75,000/-

GST if charges by the hospital

Mid-term Variations

- Sum insured enhancements as per grade eligibility, due to promotions & confirmations.

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- Confirmations of T1 grade, i.e, Graduate Engineer Trainees, Management Trainees and Diploma Trainees shall result to enhancement of Sum Insured and inclusion of dependent parents and spouse, as the case may be, from their date of confirmations.
- Additions/deletions to be done on pro-rata basis effective from the date of joining/relieving.
- Addition of spouse (on account of marriage during Policy term)
- Children (child birth/ Adoption during Policy term)
- Parents (on account of all trainee confirmations / Due to retirement of parents resulting into dependency)

Deletions shall be on account of- Resignation

Annexure-1**List of Day Care Procedures for all Medicare Variants****A. Cardiology Related:**

1. Coronary Angiography

B. Critical Care Related:

2. Insert Non - Tunnel CV Cath
3. Insert PICC CATH (Peripherally Inserted Central Catheter)
4. Replace PICC CATH (Peripherally Inserted Central Catheter)
5. Insertion Catheter, Intra Anterior
6. Insertion of Portacath

C. Dental Related:

7. Suturing Lacerated Lip
8. Suturing Oral Mucosa
9. Oral Biopsy In Case Of Abnormal Tissue Presentation
10. FNAC

D. ENT Related:

11. Myringotomy With Grommet Insertion
12. Tympanoplasty (closure Of An Eardrum Perforation reconstruction Of The Auditory Ossicles)
13. Removal Of A Tympanic Drain
14. Keratosis Removal Under GA
15. Operations On The Turbinates (nasal Concha)
16. Removal Of Keratosis Obturans
17. Stapedotomy To Treat Various Lesions In Middle Ear
18. Revision Of A Stapedectomy
19. Other Operations On The Auditory Ossicles
20. Myringoplasty (post-aura/endaural Approach As Well As Simple Type-I Tympanoplasty)
21. Fenestration Of The Inner Ear
22. Revision Of A Fenestration Of The Inner Ear
23. Palatoplasty
24. Transoral Incision And Drainage Of A Pharyngeal Abscess
25. Tonsillectomy Without Adenoidectomy
26. Tonsillectomy With Adenoidectomy
27. Excision And Destruction Of A Lingual Tonsil

28. Revision Of A Tympanoplasty
29. Other Microsurgical Operations On The Middle Ear
30. Incision Of The Mastoid Process And Middle Ear
31. Mastoidectomy
32. Reconstruction Of The Middle Ear
33. Other Excisions Of The Middle And Inner Ear
34. Incision (opening) And Destruction (elimination) Of The Inner Ear
35. Other Operations On The Middle And Inner Ear

Annexure-1

List of Day Care Procedures for all Medicare Variants

A) Cardiology Related:

1. Coronary Angiography

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31. Mastoidectomy
32. Reconstruction Of The Middle Ear
33. Other Excisions Of The Middle And Inner Ear
34. Incision (opening) And Destruction (elimination) Of The Inner Ear
35. Other Operations On The Middle And Inner Ear
36. Excision And Destruction Of Diseased Tissue Of The Nose
37. Other Operations On The Nose
38. Nasal Sinus Aspiration
39. Foreign Body Removal From Nose
40. Other Operations On The Tonsils And Adenoids
41. Adenoidectomy
42. Labyrinthectomy For Severe Vertigo
43. Stapedectomy Under GA
44. Stapedectomy Under LA
45. Tympanoplasty (type IV)
46. Endolymphatic Sac Surgery For Meniere's Disease
47. Turbinectomy
48. Endoscopic Stapedectomy
49. Incision And Drainage Of Perichondritis
50. Septoplasty
51. Vestibular Nerve Section
52. Thyroplasty Type I
53. Pseudocyst Of The Pinna - Excision
54. Incision And Drainage - Haematoma Auricle
55. Tympanoplasty (Type II)
56. Reduction Of Fracture Of Nasal Bone
57. Thyroplasty Type II
58. Tracheostomy
59. Excision Of Angioma Septum
60. Turbinoplasty
61. Incision & Drainage Of Retro Pharyngeal Abscess
62. Uvulo Palato Pharyngo Plasty
63. Adenoidectomy With Grommet Insertion
64. Adenoidectomy Without Grommet Insertion
65. Vocal Cord Lateralisation Procedure
66. Incision & Drainage Of Para Pharyngeal Abscess
67. Tracheoplasty
68. Total excision of Pinna
69. Middle ear polypectomy
70. Nasal septum cauterisation (and bilateral)
71. Excision of lesion of Internal nose

E) Gastroenterology Related:

72. Cholecystectomy And Choledocho-jejunosomy/Duodenostomy / Gastrostomy / Exploration Common Bile Duct
73. Esophagoscopy, Gastroscopy, Duodenoscopy With Polypectomy/Removal Of Foreign Body/diathermy Of Bleeding Lesions
74. Pancreatic Pseudocyst Eus & Drainage
75. RF Ablation For Barrett's Oesophagus
76. ERCP And Papillotomy
77. Esophagoscope And Sclerosant Injection
78. EUS + Submucosal Resection
79. Construction Of Gastrostomy Tube
80. EUS + Aspiration Pancreatic Cyst
81. Small Bowel Endoscopy (therapeutic)
82. Colonoscopy, Lesion Removal
83. ERCP
84. Colonscopy Stenting Of Stricture
85. Percutaneous Endoscopic Gastrostomy
86. EUS And Pancreatic Pseudo Cyst Drainage
87. ERCP And Choledochoscopy
88. Proctosigmoidoscopy Volvulus Detorsion
89. ERCP And Sphincterotomy
90. Esophageal Stent Placement
91. ERCP + Placement Of Biliary Stents
92. Sigmoidoscopy W / Stent
93. EUS + Coeliac Node Biopsy
94. UGI Scopy And Injection Of Adrenaline, Sclerosants Bleeding Ulcers

F) General Surgery Related:

95. Incision Of A Pilonidal Sinus / Abscess
96. Fissure In Ano Sphincterotomy
97. Surgical Treatment Of A Varicocele And A Hydrocele Of the Spermatic Cord
98. Orchidopexy
99. Abdominal Exploration In Cryptorchidism
100. Surgical Treatment Of Anal Fistulas
101. Division Of The Anal Sphincter (sphincterotomy)
102. Epididymectomy
103. Incision Of The Breast Abscess
104. Operations On The Nipple
105. Excision Of Single Breast Lump
106. Incision And Excision Of Tissue In The Perianal Region
107. Surgical Treatment Of Hemorrhoids
108. Other Operations On The Anus
109. Ultrasound Guided Aspirations
110. Sclerotherapy, Etc.
111. Laparotomy For Grading Lymphoma With Splenectomy / liver/ lymph Node Biopsy
112. Therapeutic Laparoscopy With Laser
113. Appendicectomy With/without Drainage
114. Infected Keloid Excision
115. Axillary Lymphadenectomy

116. Wound Debridement And Cover
117. Abscess-decompression
118. Cervical Lymphadenectomy
119. Infected Sebaceous Cyst
120. Inguinal Lymphadenectomy
121. Incision And Drainage Of Abscess
122. Suturing Of Lacerations
123. Scalp Suturing
124. Infected Lipoma Excision
125. Maximal Anal Dilatation
126. Piles
 - a. Injection Sclerotherapy
 - b. Piles Banding
127. Liver Abscess- Catheter Drainage
128. Fissure In Ano- Fissurectomy
129. Fibroadenoma Breast Excision
130. Oesophageal Varices Sclerotherapy
131. ERCP - Pancreatic Duct Stone Removal
132. Perianal Abscess I&d
133. Perianal Hematoma Evacuation
134. UGI Scopy And Polypectomy Oesophagus
135. Breast Abscess I& D
136. Feeding Gastrostomy
137. Oesophagoscopy And Biopsy Of Growth Oesophagus
138. ERCP - Bile Duct Stone Removal
139. Ileostomy Closure
140. Colonoscopy
141. Polypectomy Colon
142. Splenic Abscesses Laparoscopic Drainage
143. UGI Scopy And Polypectomy Stomach
144. Rigid Oesophagoscopy For FB Removal
145. Feeding Jejunostomy
146. Colostomy
147. Ileostomy
148. Colostomy Closure
149. Submandibular Salivary Duct Stone Removal
150. Pneumatic Reduction Of Intussusception
151. Varicose Veins Legs - Injection Sclerotherapy
152. Rigid Oesophagoscopy For Plummer Vinson Syndrome
153. Pancreatic Pseudocysts Endoscopic Drainage
154. Zadek's Nail Bed Excision
155. Subcutaneous Mastectomy
156. Excision Of Ranula Under GA
157. Rigid Oesophagoscopy For Dilation Of Benign Strictures
158. Eversion Of Sac
 - a. unilateral
 - b. bilateral
159. Lord's Plication

160. Jaboulay's Procedure
161. Scrotoplasty
162. Circumcision For Trauma
163. Meatoplasty
164. Intersphincteric Abscess Incision And Drainage
165. PSOAS Abscess Incision And Drainage
166. Thyroid Abscess Incision And Drainage
167. Tips Procedure For Portal Hypertension
168. Esophageal Growth Stent
169. Pair Procedure Of Hydatid Cyst Liver
170. Tru Cut Liver Biopsy
171. Photodynamic Therapy Or Esophageal Tumour And Lung Tumour
172. Excision Of Cervical Rib
173. Laparoscopic Reduction Of Intussusception
174. Microdochectomy Breast
175. Surgery For Fracture Penis
176. Sentinel Node Biopsy
177. Parastomal Hernia
178. Revision Colostomy
179. Prolapsed Colostomy- Correction
180. Testicular Biopsy
181. Laparoscopic Cardiomyotomy(Hellers)
182. Sentinel Node Biopsy Malignant Melanoma
183. Laparoscopic Pyloromyotomy(Ramstedt)

G) Gynecology Related:

184. Operations On Bartholin's Glands (cyst)
185. Incision Of The Ovary
186. Insufflations Of The Fallopian Tubes
187. Other Operations On The Fallopian Tube
188. Dilatation Of The Cervical Canal
189. Conisation Of The Uterine Cervix
190. Therapeutic Curettage With Colposcopy / Biopsy /Diathermy / Cryosurgery
191. Laser Therapy Of Cervix For Various Lesions Of Uterus
192. Other Operations On The Uterine Cervix
193. Incision Of The Uterus (hysterectomy)
194. Local Excision And Destruction Of Diseased Tissue Of The Vagina And The Pouch Of Douglas
195. Incision Of Vagina
196. Incision Of Vulva
197. Culdotomy
198. Salpingo-oophorectomy Via Laparotomy
199. Endoscopic Polypectomy
200. Hysteroscopic Removal Of Myoma
201. D&c
202. Hysteroscopic Resection Of Septum
203. Thermal Cauterisation Of Cervix
204. Mirena Insertion
205. Hysteroscopic Adhesiolysis

206. Leep
207. Cryocauterisation Of Cervix
208. Polypectomy Endometrium
209. Hysteroscopic Resection Of Fibroid
210. LLETZ
211. Conization
212. Polypectomy Cervix
213. Hysteroscopic Resection Of Endometrial Polyp
214. Vulval Wart Excision
215. Laparoscopic Paraovarian Cyst Excision
216. Uterine Artery Embolization
217. Laparoscopic Cystectomy
218. Hymenectomy(Imperforate Hymen)
219. Endometrial Ablation
220. Vaginal Wall Cyst Excision
221. Vulval Cyst Excision
222. Laparoscopic Paratubal Cyst Excision
223. Repair Of Vagina (Vaginal Atresia)
224. Hysteroscopy, Removal Of Myoma
225. TURBT
226. Ureterocoele Repair - Congenital Internal
227. Vaginal Mesh For POP
228. Laparoscopic Myomectomy
229. Surgery For SUI
230. Repair Recto- Vagina Fistula
231. Pelvic Floor Repair(Excluding Fistula Repair)
232. URS + LL
233. Laparoscopic Oophorectomy
234. Normal Vaginal Delivery And Variants
235. Excision of lesion of vulva
236. Amputation of cervix uteri

H) Neurology Related:

237. Facial Nerve Glycerol Rhizotomy
238. Spinal Cord Stimulation
239. Motor Cortex Stimulation
240. Stereotactic Radiosurgery
241. Percutaneous Cordotomy
242. Intrathecal Baclofen Therapy
243. Entrapment Neuropathy Release
244. Diagnostic Cerebral Angiography
245. VP Shunt
246. Ventriculoatrial Shunt

I) Oncology Related:

247. Radiotherapy For Cancer
248. Cancer Chemotherapy
249. IV Push Chemotherapy

250. HBI-hemibody Radiotherapy
251. Infusional Targeted Therapy
252. Hormone Therapy
253. SRT-stereotactic ARC Therapy
254. SC Administration Of Growth Factors
255. Continuous Infusional Chemotherapy
256. Infusional Chemotherapy
257. CCRT-concurrent Chemo + RT
258. 2D Radiotherapy
259. 3D Conformal Radiotherapy
260. IGRT- Image Guided Radiotherapy
261. IMRT- Step & Shoot
262. Infusional Bisphosphonates
263. IMRT- DMLC
264. Rotational Arc Therapy
265. Tele Gamma Therapy
266. FSRT-fractionated SRT
267. VMAT-volumetric Modulated Arc Therapy
268. SBRT-stereotactic Body Radiotherapy
269. Helical Tomotherapy
270. SRS-stereotactic Radiosurgery
271. X-knife SRS
272. Gammaknife SRS
273. TBI- Total Body Radiotherapy
274. Intraluminal Brachytherapy
275. Electron Therapy
276. TSET-total Electron Skin Therapy
277. Extracorporeal Irradiation Of Blood Products
278. Telecobalt Therapy
279. Telecesium Therapy
280. External Mould Brachytherapy
281. Interstitial Brachytherapy
282. Intracavity Brachytherapy
283. 3D Brachytherapy
284. Implant Brachytherapy
285. Intravesical Brachytherapy
286. Adjuvant Radiotherapy
287. Afterloading Catheter Brachytherapy
288. Conditioning Radiotherapy For BMT
289. Nerve Biopsy
290. Muscle Biopsy
291. Epidural Steroid Injection
292. Extracorporeal Irradiation To The Homologous Bone Grafts
293. Radical Chemotherapy
294. Neoadjuvant Radiotherapy
295. LDR Brachytherapy
296. Palliative Radiotherapy
297. Radical Radiotherapy

- 298. Palliative Chemotherapy
- 299. Template Brachytherapy
- 300. Neoadjuvant Chemotherapy
- 301. Adjuvant Chemotherapy
- 302. Induction Chemotherapy
- 303. Consolidation Chemotherapy
- 304. Maintenance Chemotherapy
- 305. HDR Brachytherapy

J) Operations On The Salivary Glands & Salivary Ducts:

- 306. Incision And Lancing Of A Salivary Gland And A Salivary Duct
- 307. Excision Of Diseased Tissue Of A Salivary Gland And A Salivary Duct
- 308. Resection Of A Salivary Gland
- 309. Reconstruction Of A Salivary Gland And A Salivary Duct
- 310. Other Operations On The Salivary Glands And Salivary Ducts
- 311. Open extraction of calculus from parotid duct

K) Operations On The Skin & Subcutaneous Tissues:

- 312. Other Incisions Of The Skin And Subcutaneous Tissues
- 313. Surgical Wound Toilet (wound Debridement) And Removal Of Diseased Tissue Of The Skin And Subcutaneous Tissues
- 314. Local Excision Of Diseased Tissue Of The Skin And Subcutaneous Tissues
- 315. Other Excisions Of The Skin And Subcutaneous Tissues
- 316. Simple Restoration Of Surface Continuity Of The Skin And Subcutaneous Tissues
- 317. Free Skin Transplantation, Donor Site
- 318. Free Skin Transplantation, Recipient Site
- 319. Revision Of Skin Plasty
- 320. Other Restoration And Reconstruction Of The Skin And Subcutaneous Tissues.
- 321. Chemosurgery To The Skin.
- 322. Destruction Of Diseased Tissue In The Skin And Subcutaneous Tissues
- 323. Reconstruction Of Deformity/defect In Nail Bed
- 324. Excision Of Bursitis
- 325. Tennis Elbow Release

L) Operations On The Tongue:

- 326. Incision, Excision And Destruction Of Diseased Tissue Of The Tongue
- 327. Partial Glossectomy
- 328. Glossectomy
- 329. Reconstruction Of The Tongue
- 330. Other Operations On The Tongue

M) Ophthalmology Related:

- 331. Surgery For Cataract
- 332. Incision Of Tear Glands
- 333. Other Operations On The Tear Ducts
- 334. Incision Of Diseased Eyelids
- 335. Excision And Destruction Of Diseased Tissue Of The Eyelid
- 336. Operations On The Canthus And Epicanthus
- 337. Corrective Surgery For Entropion And Ectropion

338. Corrective Surgery For Blepharoptosis
339. Removal Of A Foreign Body From The Conjunctiva
340. Removal Of A Foreign Body From The Cornea
341. Incision Of The Cornea
342. Operations For Pterygium
343. Other Operations On The Cornea
344. Removal Of A Foreign Body From The Lens Of The Eye
345. Removal Of A Foreign Body From The Posterior Chamber Of The Eye
346. Removal Of A Foreign Body From The Orbit And Eyeball
347. Correction Of Eyelid Ptosis By Levator Palpebrae Superioris Resection (bilateral)
348. Correction Of Eyelid Ptosis By Fascia Lata Graft (bilateral)
349. Diathermy/cryotherapy To Treat Retinal Tear
350. Anterior Chamber Paracentesis / Cyclodiathermy /Cyclocryotherapy / Goniotomy Trabeculotomy And Filtering And Allied Operations To Treat Glaucoma
351. Enucleation Of Eye Without Implant
352. Dacryocystorhinostomy For Various Lesions Of Lacrimal Gland
353. Laser Photocoagulation To Treat Retinal Tear
354. Biopsy Of Tear Gland
355. Treatment Of Retinal Lesion
356. Curettage/cryotherapy of lesion of eyelid

N) Orthopedics Related:

357. Surgery For Meniscus Tear
358. Incision On Bone, Septic And Aseptic
359. Closed Reduction On Fracture, Luxation Or Epiphyseolysis With Osteosynthesis
360. Suture And Other Operations On Tendons And Tendon Sheath
361. Reduction Of Dislocation Under GA
362. Arthroscopic Knee Aspiration
363. Surgery For Ligament Tear
364. Surgery For Hemoarthrosis/pyoarthrosis
365. Removal Of Fracture Pins/nails
366. Removal Of Metal Wire
367. Closed Reduction On Fracture, Luxation
368. Reduction Of Dislocation Under GA
369. Epiphyseolysis With Osteosynthesis
370. Excision Of Various Lesions In Coccyx
371. Arthroscopic Repair Of Acl Tear Knee
372. Closed Reduction Of Minor Fractures
373. Arthroscopic Repair Of PCL Tear Knee
374. Tendon Shortening
375. Arthroscopic Meniscectomy - Knee
376. Treatment Of Clavicle Dislocation
377. Haemarthrosis Knee- Lavage
378. Abscess Knee Joint Drainage
379. Carpal Tunnel Release
380. Closed Reduction Of Minor Dislocation
381. Repair Of Knee Cap Tendon
382. ORIF With K Wire Fixation- Small Bones

383. Release Of Midfoot Joint
384. ORIF With Plating- Small Long Bones
385. Implant Removal Minor
386. K Wire Removal
387. Closed Reduction And External Fixation
388. Arthrotomy Hip Joint
389. Syme's Amputation
390. Arthroplasty
391. Partial Removal Of Rib
392. Treatment Of Sesamoid Bone Fracture
393. Shoulder Arthroscopy / Surgery
394. Elbow Arthroscopy
395. Amputation Of Metacarpal Bone
396. Release Of Thumb Contracture
397. Incision Of Foot Fascia
398. Partial Removal Of Metatarsal
399. Repair / Graft Of Foot Tendon
400. Revision/removal Of Knee Cap
401. Amputation Follow-up Surgery
402. Exploration Of Ankle Joint
403. Remove/graft Leg Bone Lesion
404. Repair/graft Achilles Tendon
405. Remove Of Tissue Expander
406. Biopsy Elbow Joint Lining
407. Removal Of Wrist Prosthesis
408. Biopsy Finger Joint Lining
409. Tendon Lengthening
410. Treatment Of Shoulder Dislocation
411. Lengthening Of Hand Tendon
412. Removal Of Elbow Bursa
413. Fixation Of Knee Joint
414. Treatment Of Foot Dislocation
415. Surgery Of Bunion
416. Tendon Transfer Procedure
417. Removal Of Knee Cap Bursa
418. Treatment Of Fracture Of Ulna
419. Treatment Of Scapula Fracture
420. Removal Of Tumor Of Arm/ Elbow Under RA/GA
421. Repair Of Ruptured Tendon
422. Decompress Forearm Space
423. Revision Of Neck Muscle (torticollis Release)
424. Lengthening Of Thigh Tendons
425. Treatment Fracture Of Radius & Ulna
426. Repair Of Knee Joint

O) Other Operations On The Mouth & Face:

427. External Incision And Drainage In The Region Of The Mouth, Jaw And Face

- 428. Incision Of The Hard And Soft Palate
- 429. Excision And Destruction Of Diseased Hard And Soft Palate
- 430. Incision, Excision And Destruction In The Mouth
- 431. Other Operations In The Mouth
- 432. Operations on uvula

P) Pediatric Surgery Related:

- 433. Excision Of Fistula-in-ano
- 434. Excision Juvenile Polyyps Rectum
- 435. Vaginoplasty
- 436. Dilatation Of Accidenta L Caustic Stricture Oesophageal
- 437. Presacral Teratomas Excision
- 438. Removal Of Vesical Stone
- 439. Excision Sigmoid Polyp
- 440. Sternomastoid Tenotomy
- 441. Infantile Hypertrophic Pyloric Stenosis Pyloromyotomy
- 442. Excision Of Soft Tissue Rhabdomyosarcoma
- 443. Mediastinal Lymph Node Biopsy
- 444. High Orchidectomy For Testis Tumours
- 445. Excision Of Cervical Teratoma
- 446. Rectal-myomectomy
- 447. Rectal Prolapse (delorme's Procedure)
- 448. Detorsion Of Torsion Testis
- 449. EUA + Biopsy Multiple Fistula In Ano

Q) Plastic Surgery Related:

- 450. Construction Skin Pedicle Flap
- 451. Gluteal Pressure Ulcer-excision
- 452. Muscle-skin Graft, Leg
- 453. Removal Of Bone For Graft
- 454. Muscle-skin Graft Duct Fistula
- 455. Removal Cartilage Graft
- 456. Myocutaneous Flap
- 457. Fibro Myocutaneous Flap
- 458. Breast Reconstruction Surgery After Mastectomy
- 459. Sling Operation For Facial Palsy
- 460. Split Skin Grafting Under RA
- 461. Wolfe Skin Graft
- 462. Plastic Surgery To The Floor Of The Mouth Under GA

R) Thoracic Surgery Related:

- 463. Thoracoscopy And Lung Biopsy
- 464. Excision Of Cervical Sympathetic Chain Thoracoscopic
- 465. Laser Ablation Of Barrett's Oesophagus
- 466. Pleurodesis
- 467. Thoracoscopy And Pleural Biopsy

- 468. EBUS + Biopsy
- 469. Thoracoscopy Ligation Thoracic Duct
- 470. Thoracoscopy Assisted Empyema Drainage
- 471. Operations for drainage of pleural cavity

S) Urology Related:

- 472. Haemodialysis
 - 473. Lithotripsy/nephrolithotomy For Renal Calculus
 - 474. Excision Of Renal Cyst
 - 475. Drainage Of Pyonephrosis/perinephric Abscess
 - 476. Incision Of The Prostate
 - 477. Transurethral Excision And Destruction Of Prostate Tissue
 - 478. Transurethral And Percutaneous Destruction Of Prostate Tissue
 - 479. Open Surgical Excision And Destruction Of Prostate Tissue
 - 480. Radical Prostatovesiculectomy
 - 481. Other Excision And Destruction Of Prostate Tissue
 - 482. Operations On The Seminal Vesicles
 - 483. Incision And Excision Of Periprostatic Tissue
 - 484. Other Operations On The Prostate
 - 485. Incision Of The Scrotum And Tunica Vaginalis Testis
 - 486. Operation On A Testicular Hydrocele
 - 487. Excision And Destruction Of Diseased Scrotal Tissue
 - 488. Other Operations On The Scrotum And Tunica Vaginalis Testis
 - 489. Incision Of The Testes
 - 490. Excision And Destruction Of Diseased Tissue Of The Testes
 - 491. Unilateral Orchiectomy
 - 492. Bilateral Orchiectomy
 - 493. Surgical Repositioning Of An Abdominal Testis
 - 494. Reconstruction Of The Testis
 - 495. Implantation, Exchange And Removal Of A Testicular Prosthesis
 - 496. Other Operations On The Testis
 - 497. Excision In The Area Of The Epididymis
 - 498. Operations On The Foreskin
 - 499. Local Excision And Destruction Of Diseased Tissue Of The Penis
 - 500. Amputation Of The Penis
 - 501. Other Operations On The Penis
 - 502. Cystoscopic Removal Of Stones
 - 503. Lithotripsy
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- 504. Biopsy Of temporal Artery For Various Lesions
 - 505. External Arterio-venous Shunt
 - 506. AV Fistula - Wrist
 - 507. URSL With Stenting
 - 508. URSL With Lithotripsy

509. Cystoscopic Litholapaxy
510. ESWL
511. Bladder Neck Incision
512. Cystoscopy & Biopsy
513. Cystoscopy And Removal Of Polyp
514. Suprapubic Cystostomy
515. Percutaneous Nephrostomy
516. Cystoscopy And "SLING" Procedure.
517. TUNA- Prostate
518. Excision Of Urethral Diverticulum
519. Removal Of Urethral Stone
520. Excision Of Urethral Prolapse
521. Mega-ureter Reconstruction
522. Kidney Renoscopy And Biopsy
523. Ureter Endoscopy And Treatment
524. Vesico Ureteric Reflux Correction
525. Surgery For Pelvi Ureteric Junction Obstruction
526. Anderson Hynes Operation
527. Kidney Endoscopy And Biopsy
528. Paraphimosis Surgery
529. Injury Prepuce- Circumcision
530. Frenular Tear Repair
531. Meatotomy For Meatal Stenosis
532. Surgery For Fournier's Gangrene Scrotum
533. Surgery Filarial Scrotum
534. Surgery For Watering Can Perineum
535. Repair Of Penile Torsion
536. Drainage Of Prostate Abscess
537. Orchiectomy
538. Cystoscopy And Removal Of FB
539. Endoscopic anti-reflux procedure (and bilateral)
540. Excision of urethral caruncle
541. Dilatation of urethra (including cystoscopy)

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GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

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

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

2.0 APPLICATION

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

3.0 CONTRACTOR TO INFORM

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

4.0 SCOPE OF CONTRACT

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

5.0 INTERPRETATION OF CONTRACT DOCUMENTS

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

6.0 STANDARDS

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

7.0 CONFIDENTIALITY

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

8.0 CONTRACT OBLIGATIONS

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

9.0 MODIFICATION IN CONTRACT

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

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

10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

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

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

11.0 PATENT RIGHTS

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

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

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

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

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

12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

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

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

13.0 INSPECTIONS AND TESTS

- 13.1 The Contractor will submit to Purchaser the Quality Assurance Plan (QAP) regarding the services required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Contractor, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or carry out inspections, beyond which the progress of the specified activity will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)
- 13.2 The Contractor will inform Purchaser fifteen (15) Days in advance for readiness of Work performed under the Agreement for all such identified CHP's.
- 13.3 The Purchaser or its representative shall have the right to inspect and/or to inspect the Work performed by Contractor to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's representative / Inspector shall be to the account of the Contractor. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.
- 13.4 The inspections and tests may be conducted on the premises of the Contractor or its sub-Contractor(s), at point of execution of Work. If conducted on the premises of the Contractor or its sub-Contractor(s), all reasonable facilities and assistance, including access to drawings and other data, shall be provided by the Contractor to the inspectors at no charge to the Owner.
- 13.5 Should any inspected or tested Work fail to conform to the Specifications, the Owner may reject the Work, and the Contractor shall make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 13.6 Nothing mentioned in this Inspection and Tests clause shall in any way release the Contractor from any warranty or other obligations under the Agreement.

14.0 ADDITIONAL TEST

- 14.1 The Purchaser can also request for additional tests which were not identified and specified in the QAP, but considers necessary to ensure the quality of the services provided under the Agreement.
- 14.2 In any case, additional tests shall be designed so as to require a minimum of time. Provided further before starting these additional tests, the Contractor defines and justifies, to the Purchaser's satisfaction, the possible effects of the duration of these tests on the contractual time-limits / schedule(s).

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- 14.3 The Contractor places at the disposal of the Purchaser, or of the chosen official or approved organization, the tools and/or items of general use, which belong to him as well as the staff necessary for the additional tests decided by the Purchaser.
- 14.4 Should these additional tests reveal unacceptable faults, taking into account the features asked for and the Specifications that entail the repair or rejection of the relevant item or components, the Contractor will be responsible of the ensuing delays, inasmuch as these tests have been made in the shortest possible time. He shall bear, in such case, any costs he has had to incur for the carrying out of the tests.
- 14.5 If, on the other hand, the additional tests do not reveal, in the opinion of the Purchaser, unacceptable faults as indicated above, the cost borne by the Contractor for carrying out of these tests will be invoiced to the Owner, after prior justification, and the Contractor may be entitled to reasonable extension of the time limit.

15.0 LATENT DEFECT

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

16.0 PAYMENT TERMS

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

16.3 General Notes:

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

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17.0 PRICES AND PRICE BASIS

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

18.0 ASSIGNMENT

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

19.0 SUB-CONTRACTING

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

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

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

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

20.0 TIME SCHEDULE & PROGRESS REPORTING

20.1 Time Schedule Network / Bar Chart

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

20.2 Progress Trend Chart / Monthly Report

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

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

21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

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

22.0 PRICE REDUCTION SCHEDULE (PRS)

- 22.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per complete week of delay of the value of the "the work portion" that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value.
- 22.2 The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay / breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay / breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.
- 22.3 In case of delay in performance / delivery on the part of Contractor, the invoice / document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct

the amount so payable by Contractor, from any amount falling due to the Contractor or by recovery against the Performance Guarantee.

23.0 TERMINATION FOR DEFAULT

- 23.1 Except for the cases provided for in Clause "Force Majeure", if the Supplier fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the owner at its option by written notice to the supplier
- a. TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.
- b. WITHOUT DETERMINING THE CONTRACT to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.
- 23.2 Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.
- 23.3 The Owner shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the Contractor.
- 23.4 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.

24.0 OWNER MAY DETERMINE / TERMINATE CONTRACT

- 24.1 Owner shall, at any time, be entitled to determine and terminate the Contract, in whole or in part for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 30 (Thirty) days' time for such determination including the reason thereof.
- 24.2 The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to works terminated and upon terms satisfactory to Owner, stop all further sub-contracting or purchasing activity related to the works terminated and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.

25.0 TERMINATION FOR INSOLVENCY

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

26.0 TERMINATION FOR OWNER'S CONVENIENCE

- 26.1 The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.
- 26.2 The Work that is complete and ready for commissioning as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.
- 26.3 For the remaining Work, the Owner may elect:
- a. To have any portion completed and delivered at the Agreement terms and prices and / or
 - b. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
 - c. To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.
- 26.4 IGL reserves the right to award the contract for a shorter duration than the specified or foreclose it with adequate advance notice not less than 30 days due to change in its business requirement.

27.0 FORCE MAJEURE

- 27.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Contractor or Purchaser and not involving the Contractor's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:
- a. War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
 - b. Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
 - c. Explosions, fires, destruction of machinery, plant and installations of any nature
 - d. Arbitrary action, if any of the Government of India or a relevant State;
 - e. Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement, provided such refusal is not the result of the doing of the parties.
 - f. Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.
- 27.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.
- 27.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.
- 27.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible

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the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.

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

28.0 SETTLEMENT OF DISPUTES

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

29.0 LIMITATION OF LIABILITY

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

30.0 PUBLICITY AND ADVERTISEMENT

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

31.0 GOVERNING LANGUAGE

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

32.0 APPLICABLE LAW

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

33.0 NOTICES

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

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

34.0 TAXES, DUTIES AND LEVIES

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

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

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

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

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

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

- 34.7 Returns and details required to be filled under GST laws & rules should be timely filed by Contractor of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above formalities are fulfilled. Further, IGL may seek copies of challan and certificate from Chartered Accountant of Supplier / Service Provider for deposit of GST collected from Owner. Any loss or non-availability of input tax credit by the Owner due to non-compliance of applicable tax laws (including but not limited to GST laws in force or otherwise) or for any reason which is not attributable to IGL, then IGL shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and an amount equivalent to any tax liability accruing to the Owner and/or to the extent of any loss accrued to the Owner together with all penalties, costs, liabilities, dues, fees and interest if any, shall be deducted from the payment due to the Vendor or shall be reimbursed by the Vendor, as the case may be, till such default is either rectified or made good by the Vendor and the Owner is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.
- 34.8 Service Provider / Supplier of Goods providing taxable service / goods shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. GST, if applicable, shall be paid after verifying GST Registration number. Each item's cost and GST as applicable shall be provided in all the invoices along with GST registration no. & HSN/SAC codes for the services provided / goods delivered.
- 34.9 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Service Provider / Supplier of Goods shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. In case GST is not applicable to the vendor at the time of Contract / Order placement, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same shall be borne by vendor.
- In case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to IGL.
- The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 34.10 Claim for payment of GST / Statutory variation, should be raised within two (02) months from the date of issue of 'Government Notification' for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 34.11 IGL will prefer to deal with registered supplier of goods / services under GST. All Vendors shall have GST registration in the concerned State from where he intends to supply the goods / provide services. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- 34.12 In case CBEC (Central Board of Excise and Customs) / any equivalent Central Government agency / State Government agency brings to the notice of IGL that the Supplier of Goods / Service Provider has not remitted the amount towards GST collected from IGL to the government exchequer, then IGL shall have the right to put that Supplier of Goods / Service Provider under Holiday List.
- 34.13 Bidders are required to strictly consider the following key points while preparing the bid document as the following shall be applicable in all awarded Contracts and Purchase Orders:
- 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.

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

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

35.0 TIME FOR PERFORMANCE

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

36.0 TRANSFER OF TITLE

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

37.0 COMPENSATION LIABILITY FOR ACTION NOT TAKEN UPON TERMINATION FOR DEFAULT

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

38.0 CHANGE IN CONSTITUTION

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

39.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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

40.0 CONTRACTOR TO INDEMNIFY THE OWNER

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

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

41.0 SAFETY REGULATIONS

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

42.0 OWNER MAY DO PART OF WORK

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

43.0 POSSESSION PRIOR TO COMPLETION

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

44.0 DEFECTS IN WORK

44.1 DEFECTS PRIOR TO TAKING OVER

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

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

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

44.2 DEFECTS AFTER TAKING OVER:

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

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

45.0 DEFENCE OF SUITS:

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

46.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

47.0 COMPLETION CERTIFICATE

APPLICATION FOR COMPLETION CERTIFICATE:

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

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

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

ISSUE OF COMPLETION CERTIFICATE:

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

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

48.0 FINAL DECISION AND FINAL CERTIFICATE

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

49.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

50.0 REPEAT ORDER

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

51.0 INSURANCE

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

52.0 COMPLIANCE OF LAWS

- 52.1 The Contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during Contract period.
- 52.2 The Contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 52.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 52.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 52.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 52.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best engineering practice and relevant

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international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

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

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

53.0 THE ENGINEER-IN-CHARGE

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

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

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

54.0 INDEMNITY

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

55.0 LABOUR LAWS

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

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

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

55.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.

55.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.

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

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

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

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

Health and sanitary arrangements for workers:

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

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

56.0 EVALUATION OF PERFORMANCE

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

57.0 CONTRACTOR SAFETY MANUAL

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

58.0 WHISTLE- BLOWER POLICY

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

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

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

SPECIAL TERMS AND CONDITIONS (SCC)**1.0 DEFINITIONS AND INTERPRETATIONS**

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

1.2 Definitions

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

Effective Date shall mean the date on which Contractor's obligations will commence and that will be the date of first notification of award i.e. LOA/Contract/Work Order.

2.0 INTERPRETATIONS

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

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

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

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of 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 capitalized term.

3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

Within 30 days of execution of the contract agreement, the contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

4.0 STANDARDS

All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.

The Bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.

The requirements given in this document are firm and no deviation of any kind is acceptable.

5.0 INTELLECTUAL PROPERTY – SECRECY

Neither the Owner nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information)

any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

6.0 CONTRACT CUM EQUIPMENT PERFORMANCE BANK GUARANTEE

6.1 Not Applicable.

7.0 DURATION OF CONTRACT

7.1 As per scope of work.

8.0 PRICE REDUCTION SCHEDULE (PRS)

Not applicable.

9.0 STATUTORY APPROVALS

9.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.

9.2 The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However, Owner will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.

9.3 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.

10.0 STATUTORY COMPLIANCE

10.1 Contractor must obtain labour license incase number of persons deployed at IGL site for this work exceeds the prescribed limit.

10.2 Contractor must obtain PF code and ESIC code for all its employees and ensure depositing of contribution as per the relevant provisions Contractor should take note of it and quote accordingly.

10.3 For certain exceptional cases, where a particular employee of contractor wishes to be exempted from EPF provision, the same shall be submitted to IGL duly acknowledge form EPFO.

10.4 In case certain employees are not under the ESIC coverage, workmen compensation/GAP coverage must be obtained by the contractor.

11.0 ALTERATION IN SPECIFICATION, DESIGN AND EXTRA WORKS

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

12.0 STATUTORY COMPLIANCE

- 12.1 Contractor must obtain labour license incase number of persons deployed at IGL site for this work exceeds the prescribed limit.
- 12.2 Contractor must obtain PF code and ESIC code for all its employees and ensure depositing of contribution as per the relevant provisions Contractor should take note of it and quote accordingly.
- 12.3 For certain exceptional cases, where a particular employee of contractor wishes to exempted from EPF provision, the same shall be submitted to IGL duly acknowledge form EPFO.

12.4 In case certain employees are not under the ESIC coverage, workmen compensation/GAP coverage must be obtained by the contractor.

12.5 The concerned services providers/contractors are required to make payment to contractual labours across all GAs, at par with the rates fixed from time to time in terms of the Minimum Wages Act by Government of India or the respective State Government whichever is high.

13.0 OTHER SPECIAL CONDITION OF CONTRACTS

13.1 REPEAT ORDER

Not Applicable.

13.2 VARIATION IN QUANTITY AT THE TIME OF ORDERING

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

13.3 FORCE MAJEURE

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.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

vi) 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.

13.4 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.

13.5 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.

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

13.6 TERMINATION FOR DEFAULT

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

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.

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.

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.

13.7 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.

13.8 RESOLUTION OF DISPUTE (ARBITRATION)

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.

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.

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.

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.

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.

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.

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.

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.

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.

13.9 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.

13.10 TENDERS NOT IN PRESCRIBED FORMS

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

13.11 TENDERS NOT CONFORMING TO SPECIFICATIONS

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

13.12 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.

13.13 WHISTLE-BLOWER POLICY

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

INDRAPRASTHA GAS LTD.	INSURANCE POLICY FOR IGL EMPLOYEES	
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TENTATIVE REQUIREMENT

Group Medi-claim Policy

Sr. No.	Category	Sum Insured	No. of Employees	No. of Dependents
1	Cat A-Non Executive	5,00,000/-	198	671
2	Cat B- assistant Mangr/GET to Manager	6,00,000/-	320	860
3	Cat C - Chief Manager to Sr. VP	7,00,000/-	164	632

Group Personal Accident Policy

Sr. No.	Category	Sum Insured	No. of Employees
1	Cat A-Below Office assistant	10,00,000/-	1
2	Cat B- Office assistant to Manager	12,00,000/-	197
3	Cat C - Chief Manager to Sr. VP	15,00,000/-	164