RAJASTHAN STATE GAS LIMITED
राजस्थान राज्य गैस लिमिटेड

Rajasthan State Gas Limited

(A JV of RSPCL and GAIL Gas Limited)
2nd Floor, Khaniz Bhawan
Tilak Marg C-Scheme
Jaipur-300205

TENDER DOCUMENT

HIRING OF VEHICLES FOR RAJASTHAN STATE GAS LIMITED AT KOTA/JAIPUR FOR THE PERIOD OF TWO YEARS.

(OPEN DOMESTIC COMPETETIVE BIDDING)

Tender No.: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26
DATED: 09-02-2024

DUE DATE & TIME FOR BID SUBMISSION : 26-02-2024- 1400 HRS (IST)

DUE DATE & TIME FOR UN-PRICED BID OPENING : 26-02-2024 1500 HRS. IST

Invitation for Bid

INVITATION FOR BID (IFB)

Ref No: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26. DATED: 09-02-2024

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR HIRING OF VEHICLES FOR RAJASTHAN STATE GAS LIMITED AT KOTA/JAIPUR FOR THE PERIOD OF TWO YEARS.

Dear Sir/Madam,

1.0 Rajasthan state Gas Limited is a state incorporated JV of RSPCL and GAIL Gas Limited having office at Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, India, invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are asunder:

<table>
<tr><td>(A)</td><td>BRIEF SCOPE OF WORK/SERVICES</td><td>Tender Document for hiring of vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.</td></tr>
<tr><td>(B)</td><td>TENDER NO. & DATE</td><td>Tender No.: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26 . DATED 09-02-2024</td></tr>
<tr><td>C</td><td>TYPE OF BIDDING SYSTEM</td><td>TWO BID SYSTEM</td></tr>
<tr><td>D</td><td>TYPE OF TENDER</td><td>MANUAL</td></tr>
<tr><td>E</td><td>COMPLETION/CONTRACT PERIOD</td><td>As defined in Scope of Work / SCC</td></tr>
<tr><td>F</td><td>BID SECURITY/EARNEST MONEY DEPOSIT</td><td>All bids must be accompanied by EMD / BID security amount shall be as below:
All bids must be accompanied by EMD / BID security amount shall be as below:
<table><tr><th>Group No.</th><th>EMD Amount (INR)</th></tr><tr><td>Group-A</td><td>64,000</td></tr><tr><td>Group-B</td><td>53,000</td></tr></table>Note: Bidders quoting for more than one group, EMD ofall quoted groups shall be added to arrive the desired value.</td></tr>
</table>

(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 09-02-2024 on following websites: (i) Rajasthan State Gas Limited Tender Website: http://rsgl.rajasthan.gov.in
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : **16-02-2024** Time : 15:00 Hrs. Venue: Rajasthan State Gas Limited Khaniz Bhawan, Tilak Marg C- Scheme Jaipur-302005
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 26-02-2024 Time : on or before 1400 hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date 26-02-2024 Time : at 1500 hrs.

	CONTACT DETAILS	Name : Vivek Srivastava Designation: DGM (C&P) Phone No. & Extn : 0141-2994081 e-mail : viveks.rsgl@rajasthan.gov.in

In case of the days specified above happens to be a holiday in Rajasthan state Gas Limited, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document.

4.0 The following documents shall also be submitted in Original (in physical form) within the Due Date & Time of Bid Submission:

i) EMD/Bid Security (if applicable)
[Note: Submission of original is not applicable for online banking transaction]
ii) Power of Attorney

5.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender

Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

8.0 Rajasthan state Gas Limited reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

For & on behalf of

Rajasthan state Gas Limited

(Authorized Signatory)
Vivek Srivastava
DGM (C&P)
e-mail:viveks.rsgl@rajasthan.gov.in

SBD for Procurement of Services/Works

Summary

PART-I	BIDDING PROCEDURES
SECTION 1:	INSTRUCTIONS TO BIDDERS (ITB)
	This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission, opening and evaluation methodology.
SECTION 1.1:	BID EVALUATION CRITERIA (BEC)
	This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid for the purpose of evaluation and/ or further processing.
SECTION 1.2:	BID EVALUATION METHODOLOGY
	This section specifies the methodology that the Owner shall use to evaluate the Bids and to determine the successful Bidder.
ANNEXURE-I	BID DATA SHEET (BDS)
	This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements included in Section 1, Instructions to Bidders.
ANNEXURE-II	PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
	This Annexure contains procedure for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/or banning list if any agency indulges in corrupt/ fraudulent/ collusive/ coercive practice.
ANNEXURE-III	PROCEDURE FOR EVALUATION OF PERFORMANCE OF

VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

This Annexure contains procedure to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

ANNEXURE-IV FORMS AND FORMAT

This Section contains the forms and formats which are to be completed by Bidders and submitted as part of the bid. The forms of Contract Performance Guarantee, Mobilization Advance, and Contract Agreement, when required, shall only be completed by the successful Bidder after award of contract.

PART-II CONDITIONS OF CONTRACT

SECTION 2: GENERAL CONDITIONS OF CONTRACT (GCC)

This Section contains standard provisions.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

The content of this Section supplements the General Conditions of Contract.

PART-III SERVICES REQUIREMENTS

SECTION 4: SPECIFICATIONS, DRAWINGS AND SCOPE OF SERVICES

This Section contains the Specifications, the Drawings, and supplementary information including Scope of Works/Services that describe the Works/Services to be procured.

SECTION 5: SCHEDULE OF RATES

PART-I – BIDDING PROCEDURES

Section 1: Instructions to Bidders

TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS)

INDEX

1.1 BID EVALUATION CRITERIA (BEC)
1.2 BID EVALUATION METHODOLOGY

TABLE OF CLAUSES

A] GENERAL
1.0 SCOPE OF BID
2.0 ELIGIBLE BIDDERS
3.0 BIDS FROM CONSORTIUM /JOINT VENTURE
4.0 ONE BID PER BIDDER
5.0 COST OF BIDDING
6.0 SITE VISIT

B] BIDDING DOCUMENTS
7.0 CONTENTS OF BIDDING DOCUMENTS
8.0 CLARIFICATION OF BIDDING DOCUMENTS
9.0 AMENDMENT OF BIDDING DOCUMENTS

C] PREPARATION OF BIDS
10.0 LANGUAGE OF BID
11.0 DOCUMENTS COMPRISING THE BID
12.0 SCHEDULE OF RATES / BID PRICES
13.0 GST (CGST & SGST/ UTGST or IGST)
14.0 BID CURRENCIES
15.0 BID VALIDITY
16.0 EARNEST MONEY / BID SECURITY
17.0 PRE-BID MEETING
18.0 FORMAT AND SIGNING OF BID
19.0 ZERO DEVIATION & REJECTION CRITERIA
20.0 e-PAYMENT

D] SUBMISSION OF BIDS:
21.0 BID SUBMISSION
22.0 DUE DATE AND TIME OF BID SUBMISSION
23.0 LATE BIDS
24.0 MODIFICATION AND WITHDRAWAL OF BIDS

E] BID OPENING AND EVALUATION:

25.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26.0 BID OPENING
27.0 CONFIDENTIALITY
28.0 CONTACTING THE EMPLOYER
29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30.0 CORRECTION OF ERRORS
31.0 EVALUATION AND COMPARISON OF BIDS
32.0 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS
33.0 BID EVALUATION METHODOLOGY

F] AWARD OF CONTRACT:
34.0 AWARD
35.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
36.0 SIGNING OF AGREEMENT
37.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT
38.0 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
39.0 MICRO AND SMALL ENTERPRISE
40.0 AHR ITEMS
41.0 VENDOR EVALUATION PROCEDURE
42.0 INCOME TAX & CORPORATE TAX
43.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR
44.0 DISPUTE RESOLUTION
45.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE & MATERIALS PROVIDERS)
46.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

G] ANNEXURES:

1. ANNEXURE-I : BID DATA SHEET (BDS)
2. ANNEXURE-II : PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
3. ANNEXURE-III : VENDOR PERFORMANCE EVALUATION PROCEDURE
4. ANNEXURE-IV : FORMS AND FORMATS

Section 1.1: Bid Evaluation Criteria

[A] Technical Criteria:

(i) The bidder must have successfully executed at least one contract for Providing Vehicle to any Govt./Semi Govt./PSU/MNCs/Listed Public Ltd. Company/ in a single contract in preceding 7 (seven) years reckoned from the bid due date of minimum executed value as per table below

ItemNo.	Description of Items	Minimum Quantity Requirement to Qualify in meters
1	PART-A	2.40 Lacs
2	PART B	1.97 Lacs

a. For bidder quoting for single Part:

The bidder must have successfully executed at least one contract for Providing Vehicle to any Govt./Semi Govt./PSU/MNC/listed Public Ltd. Company in a single contract in preceding 7 (seven) years reckoned from the bid due date of minimum executed value as per the above table in a single order

b. For bidder quoting for more than one Part:

For Bidders quoting for more than one Part, the Minimum Requirement to Qualify will be on cumulative basis in addition to satisfying the condition pertaining to specification mentioned at (i) above, through a single order or through one order against each item.

(ii) The Bidder must own at least 1 (One) Vehicle as on due date of bid submission.

(iii) Bidder must possess a valid registration under "The Motor Transport Worker Act, 1961" (Where the Act is applicable as per Sec-1 of Motor Transport Workers Act 1961 i.e. motor transport undertaking employing five of more motor transport workers).

(iv) The above vehicles should be registered in the name of firm/ bidder in case of proprietorship/ partnership concern and in the name of the firm/ company for other than proprietorship/ partnership concern. Bidder has to submit valid registration copy along with bidder to submit valid insurance policy & fitness certificate of the registered vehicle.

(v) The Bidder should not be blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due date.

NOTE-1:

(vi) A Job executed by a Bidder for its own plant/project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

(vii) Execution certificate issued by the end user/owner/authorized consultant submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use.

NOTE-2: All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall be duly certified/ attested by Chartered Engineer and notary public with legible stamp.

[B] Financial Criteria:

B.1 Annual Turnover

3.1.1.1 The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the 3 (three) immediately preceding financial years shall be not less than **as per below**

ItemNo.	Description of Items	Minimum Annual Turnover (Rs.)
1	PART-A	7.99 Lacs
2	PART B	6.56 Lacs

B.2 Net worth

Net worth of the bidder should be positive as per the immediately preceding year's audited financial results

B.3 Working Capital

The minimum working capital of the bidder as per the immediately preceding year's audited financial results shall be not less than **as mention below**

ItemNo.	Description of Items	Minimum Working Capital requirement (Rs.)
1	PART-A	1.60 Lacs
2	PART B	1.31 Lacs

Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause no.	Description	Documents required for qualification
A.	**Documents Required for Technical Criteria**	

A (i)	Experience criteria	(a) Copy of PO/WO/LOA of the job executed, issued by the end user/owner/client. (b) Copy of successful Completion certificate having cross reference to the PO/WO/LOA submitted mentioning executed amount against the PO. (c) In case of running contract - Execution Certificate against Order/LOA/Contract for the running contract as mentioned at point "a" above must be submitted clearly mentioning the executed VALUE till one day prior to un-priced bid opening, which must be equal to or more than the minimum prescribed value mentioned in BEC The execution certificate must contain the detailed information like Order/ LOA/ Contract/ Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution should have been issued by the end-user/owner/authorized consultant.
A (ii)	Ownership of Vehicle	Copy of valid RC, Insurance & vehicle fitness certificate
A(iii)	Certificate of Registration (Wherever applicable)	A copy of valid certificate of registration under "The Motor Transport Worker Act, 1961" (Wherever applicable) issued by concerned Authorities. This Act is applicable on contractor employing five or more motor transport workers, as per Section-1 of the "The Motor Transport Worker Act, 1961".

Clause no.	**Description**	**Documents required for qualification**
All the submitted documents should be duly certified / attested by Chartered Engineer and notary public with legible stamp. In absence of requisite documents, Rajasthan state Gas Limited reserves the right to reject the bid without making any reference to the bidder.		
B.	**Documents Required for Financial Criteria**	
B.1	Annual Turn Over	Bidder shall furnish details of financial capability in the prescribed format (Form F-16 of the tender) in the tender duly signed & stamped by chartered accountant. Further copy of audited financial statements, including Balance Sheets, Profit & Loss Account for last three preceding financial years shall be submitted duly certified / attested by Chartered accountant and Notary Public / with legible stamp. In the absence of such requisite documents, Rajasthan state Gas Limited reserves the right to reject the bid without any reference to the bidder.
B.2	Net Worth	
B.3	Working Capital	

Note 1: If the bidder's working capital is **negative or inadequate**, the bidder shall submit a letter (as per format F-15) from the bank having net worth not less than **Rs. 100 crores (or equivalent in USD)** as mentioned in ITB of tender document, confirming the availability of line of credit for at least working capital requirement as stated above.

Note 2: (i) Annual Turnover:

In case the tenders having the bid closing date up to **30th September** of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after **30th September** of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

(ii) Net Worth/Working Capital:

In case the tenders having the bid closing date up to **30th September** of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

NOTE-3 If a bidder quotes for more than one item, then the requirement of Annual Turnover and minimum working capital will be calculated on cumulative basis for the quoted items.

Section 1.2: Bid Evaluation Methodology

1.2 BID EVALUATION METHODOLOGY FOR AWARD

1.2.1 Qualified Bid as per BEC shall be evaluated.

1.2.2 A bidder may quote for all or any part (s) of the Price Schedule. Evaluation and ordering shall be done part-wise (PART-A on individual basis & PART B on individual basis) on least cost basis. Bidder quoting for any part shall have to quote for entire quantity and SOR of that part otherwise their bid will not be considered.

1.2.3 If the bidder happens to be the lowest (L-1) bidder for more number of parts in the Price Schedule and qualifies for lesser number of Parts in the Price Schedule, then the order shallbe placed on "least cost to RSGL basis" for the number of Price Schedule Parts for which the bidder qualifies. The bidder ceases to be lowest bidder for the remaining item(s).

1.3 The evaluated price of bidders shall include the following:

1.3.1 Price quoted by the bidder

1.3.2 GST (CGST & SGST/UTGST or IGST) on the finished goods including Mobilisation

1.3.3 Other loading, if any, as specified in Tender Document

1.3.4 In case of Tie of the amount quoted Bidder with highest Turnover shall be considered as L1

Note:

a) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

b) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.

c) In case any cess on GST is applicable, same shall also be considered in evaluation.

d) The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST)

e) Any Price or Purchase preference is not applicable.

INSTRUCTIONS TO BIDDERS [ITB]

(TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS)

[A] – GENERAL

1.0 SCOPE OF BID

1.1 The Employer/ Owner/ Rajasthan state Gas Limited as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/ Tender Document.

1.2 SCOPE OF BID: The Scope of Services shall be as defined in Section 4 of the Bidding documents.

1.3 The successful bidder is expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Bidding Documents,

a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
b. 'Day' means 'Calendar Day'
c. The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE BIDDERS

2.1 The Bidder or their allied agency (ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder should not be blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on due date of Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Rajasthan state Gas Limited by the bidder.

It shall be the sole responsibility of the bidder to inform Rajasthan state Gas Limited in case the bidder is blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due and during the course of finalization

of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Rajasthan state Gas Limited by the bidder.

It shall be the sole responsibility of the bidder to inform Rajasthan state Gas Limited in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:
(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:
In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence

resulting due to such signing shall be binding on the Bidder.

The person holding Power of Attorney shall be also be authorized to nominate "Contractor's Representative" for execution of Contract in case of award.

2.8 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section 1.1

3.0 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS)) (NOT APPLICABLE)

3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).

3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4.0 ONE BID PER BIDDER

4.1 A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all the proposals in which the

Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

5.1 COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Rajasthan state Gas Limited will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of Works/Services and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The intending bidders shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Works/Services in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay inperformance

6.4 The Bidder shall not be entitled to hold any claim against Rajasthan state Gas Limited for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of thebid.

[B] – BIDDING DOCUMENTS

7.0 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB 8.0"

Information for Bidder [IFB]	
Instructions to Bidders [ITB]	Section 1
Bid Evaluation Criteria [BEC]	Section 1.1
Bid Evaluation Methodology	Section 1.2
General Condition of Contract [GCC]	Section 2

- Special Conditions of Contract [SCC] Section 3
- Specifications , Drawing (wherever applicable) and Scope of Services (wherever applicable) Section 4
- Price Schedule/ Schedule of Rates Section 5

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

7.3 The Invitation for Bids (IFB), as provided in this document issued by the Owner, is also part of the Bidding Documents

8.0 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify Rajasthan state Gas Limited in writing or by fax or email at Rajasthan state Gas Limited' mailing address indicated in the **BDS** no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. Rajasthan state Gas Limited reserves the right to ignore the bidders request for clarification if received after the aforesaid period. Rajasthan state Gas Limited may respond in writing to the request for clarification. Rajasthan state Gas Limited' response including an explanation of the query, but without identifying the source of the query will be uploaded on Rajasthan state Gas Limited' and Government tendering websites, as mentioned in **BDS** / communicated to prospective bidders by e- mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".

8.3 The Bidder shall submit their queries / clarifications to Rajasthan state Gas Limited in the format "F-18".

9.0 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on Rajasthan state Gas Limited' and Government tendering websites, as provided in **BDS**. Bidders have to take into account all such addendum/ corrigendum before

submitting their bid.

9.3 The Employer, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s),

certificate(s) etc. relating to the Bid exchanged by Bidder and Rajasthan state Gas Limited shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11.0 DOCUMENTS COMPRISING THE BID

11.1 In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components.

11.1.1PART-I: TECHNO-COMMERCIAL / UN-PRICED BID

11.1.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
b) 'Bidder's General Information', as per 'Form F-1'.
c) 'Bid Form', as per 'Form F-2'
d) Copies of documents, as required in 'Form F-3'
e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
g) 'No Deviation Confirmation', as per 'Form F-6'
h) 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
j) 'Agreed Terms and Conditions', as per 'Form F-10'
k) ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
l) Duly attested [wherever attestation required] documents in accordance with

the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.

m) Undertaking on the Letter head, as per the Form F-12.

n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB

o) Any other information/details required as per Bidding Document.

p) EMD/ Bid Security in original as per Clause 16 of ITB [Note: Submission of Original is not applicable for online banking Transaction]

q) All forms and Formats including Annexures.

r) 'Indemnity Bond' as per 'Form F-19'

s) All documents of Tender Document signed by the Authorized Signatory.

t) Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Services, if any

11.1.1.2 PART-A of the bid must be submitted manually to Rajasthan state Gas Limited' as follows:

All the documents mentioned above at 11.1.1 should be submitted .The "authorized signatory" of the Bidder holding Power of Attorney must sign on all pages

bidders must submit the original "Bid Security / EMD (if applicable; submission of original is not applicable for online banking transaction), Power of Attorney, and any other documents specified in the bidding documents to address mentioned in Bid Data Sheet [BDS], Annexure-II of ITB in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

11.1.2PART-B: PRICE BID

11.1.2.1 **PART-II: PRICE BID** of the Bid shall be submitted and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document.

11.1.2.2 i) Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents The Price bid to be submitted in accordance with the SOR.

ii) Submission of prices in Unpriced bid shall lead to rejection of the bid. Rajasthan state Gas Limited shall not be responsible for any failure on the part of the bidder to follow the instructions.

iii) Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

iv) If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

v) In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.

vi) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

vii) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.1.2.3 Bidders are requested to refer instructions for participating in Tendering .
11.1.2.4 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12.0 SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR. Rajasthan state Gas Limited GST

numbers shall be provided on award.

12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB of bidding document.

12.7 Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.

12.8 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

12.9 The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude.

13.0 <u>GST (CGST & SGST/ UTGST or IGST)</u>

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST).Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, Rajasthan state Gas Limited may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of Rajasthan state Gas Limited that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Rajasthan state Gas Limited to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of Rajasthan state Gas Limited for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/Suppliers/Contractors/ Consultants.

13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than

due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider)shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

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

13.5 Owner/Rajasthan state Gas Limited will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).

13.6 Rajasthan state Gas Limited will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. .

13.7 In case Rajasthan state Gas Limited is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where Rajasthan state Gas Limited has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and Rajasthan state Gas Limited has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to Rajasthan state Gas Limited or ITC with respect to such payments is not available to Rajasthan state Gas Limited for any reason which is not attributable to Rajasthan state Gas Limited, then Rajasthan state Gas Limited shall be entitled to deduct/ setoff /recover such amounts against any amounts paid or payable by Rajasthan state Gas Limited to Contractor / Supplier.

13.8 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable Rajasthan state Gas Limited to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.9 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by Rajasthan state Gas Limited. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then Rajasthan state Gas Limited shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by Rajasthan state Gas Limited.

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods may note the above and quote their prices accordingly.

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by Rajasthan state Gas Limited. Further, in case rating of bidder is negative / black listed after award award of work for supply of goods / services, then RAJASTHAN STATE shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by Rajasthan state Gas Limited.

13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

14.0 <u>BID CURRENCIES:</u>

Bidders must submit bid in Indian Rupees only.

15.0 <u>BID VALIDITY</u>

15.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by Rajasthan state Gas Limited as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be

required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16.0 **EARNEST MONEY DEPOSIT/ BID SECURITY** (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET(BDS))

16.1 Bids must be accompanied with **'Earnest Money Deposit/ Bid Security'** in the form of **'Online Banking transaction', 'Demand Draft'** or **'Banker's Cheque' [**in favour of **Rajasthan state Gas Limited**, payable at the place as defined in **BDS)]** or **'Bank Guarantee'** or **'Letter of Credit' as per the format given in Form -4/4A of the bidding documents** or) [in favour of **Rajasthan state Gas Limited**]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least ' two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

To enable the bidders to utilize online transaction option, Bank details of Rajasthan state Gas Limited is as specified in Bid Data Sheet [BDS].

Bidder is required to upload the successful Transaction Details along with their e-bid. In case of online transaction, submission of EMD in original is not applicable.

16.2 The 'Bid Security' is required to protect Rajasthan state Gas Limited against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".

16.3 Rajasthan state Gas Limited shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100Crores [Rupees One Hundred Crores] or its equivalent in foreign currency and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by Rajasthan state Gas Limited as non-responsive.

16.5 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.

16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.

16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
c) If the Bidder modifies bids during the period of bid validity (after Due Date and Time for Bid Submission).
d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
e) In the case of a successful Bidder, if the Bidder fails to:
i) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
ii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 Bid Security should be in favour of Rajasthan state Gas Limited and addressed to Rajasthan state Gas Limited. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security as stipulated in Clause 39 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security.

17.0 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on tendering process. The Bidder must submit their queries / clarifications to Rajasthan state Gas Limited in the format "F-18", as mentioned at clause no. 8.0 of ITB.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on Rajasthan state Gas Limited website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause- 9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18.0 FORMAT AND SIGNING OF BID

18.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position

held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialled by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19.0 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. Rajasthan state Gas Limited will accept bids based on terms & conditions of "Bidding Documents" only. Rajasthan state Gas Limited will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. Rajasthan state Gas Limited' determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Rajasthan state Gas Limited reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

a) Firm Price
b) Earnest Money Deposit / Bid Security
c) Specifications & Scope of Services
d) Schedule of Rates / Price Schedule / Price Basis
e) Duration / Period of Contract/ Completion schedule
f) Period of Validity of Bid
g) Price Reduction Schedule
h) Contract Performance Bank Guarantee / Security Deposit
i)Guarantee / Defect Liability Period
j)Arbitration / Resolution of Dispute/Jurisdiction of Court
k) Force Majeure & Applicable Laws
l)Payment terms
m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid
n) Submission of prices in un priced /technical Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20.0 E-PAYMENT

20.1 Rajasthan state Gas Limited has introduced payments to Suppliers and Contractors electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

[D] – SUBMISSION OF BIDS

21.0 BID SUBMISSION

21.1 Bids shall be submitted through manual mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

21.2 However, Bidders are required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS

21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22.0 DUE DATE AND TIME OF BID SUBMISSION

22.1 The bids must be submitted through Manual mode not later than the date and time specified in the tender documents/ BDS.

22.2 Rajasthan state Gas Limited may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of Rajasthan state Gas Limited and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on Rajasthan state Gas Limited' website/ Rajasthan state Gas Limited tender portal /communicated to the bidders.

23.0 LATE BIDS

23.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., Tendering system of Rajasthan state Gas Limited shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/ physical documents has been received but the bid is not submitted by the bidder in the e- tendering portal, such bid bond/ physical documents shall be returned immediately.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.

24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.

24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in

the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Rajasthan state Gas Limited shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per Annexure-IV of ITB.

25.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Rajasthan state Gas Limited reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for Rajasthan state Gas Limited' action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which Rajasthan state Gas Limited shall respond quickly.

[E] – BID OPENING AND EVALUATION

26.0 BID OPENING

26.1 ***Unpriced Bid Opening:*** Rajasthan state Gas Limited will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.

26.2 Price Bid Opening:

26.2.1 Rajasthan state Gas Limited will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date

of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27.0 CONFIDENTIALITY:

27.1 **During Bid Process:** Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.2 **Post Award of Contract**: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28.0 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
b) Has been properly signed;
c) Is accompanied by the required 'Earnest Money / Bid Security';
d) Is substantially responsive to the requirements of the Bidding Documents; and
e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:

a) "Deviation" is departure from the requirement specified in the tender documents.

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,
a) If accepted would,
i)Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30.0 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

i)When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.

iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.

iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31.0 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section 1.1 of bidding documents.

32.0 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

32.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

32.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

33.0 BID EVALUATION METHODOLOGY: As per Section 1.2 of bidding documents.

[F] – AWARD OF CONTRACT

34.0 AWARD

Subject to "ITB: Clause-29", Rajasthan state Gas Limited will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

35.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by Rajasthan state Gas Limited either by Fax / E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on Rajasthan state Gas Limited and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / Purchase Order
/Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. Rajasthan state Gas Limited may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

35.2 Contract period shall commence from the date of "Notification of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The

"Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-36".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-37", Rajasthan state Gas Limited will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

36.0 SIGNING OF AGREEMENT

36.1 Rajasthan state Gas Limited will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to Rajasthan state Gas Limited.

36.2 The successful Bidder/ Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of ' state' specified in Bid Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the"Letter of Acceptance [LOA]" of the Tender by the successful Bidder/ Contractor. Failure on the part of the successful Bidder/ Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

37.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

37.1 Within 30 days of the receipt of the notification of award/ FOA from Rajasthan state Gas Limited, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPG/SD shall not be applicable in cases wherein the individual order value as specified in Notification of Award is upto INR 5 Lakh (excluding GST).

37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / **GST (CGST & SGST/UTGST or IGST)**.

37.3 Bank Guarantee towards Contract Performance Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

37.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

37.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.

37.6 Further, the bidder can submit CPBG on line through issuing bank to Rajasthan state Gas Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Rajasthan state Gas Limited.

38.0 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.

The Fraud Prevention Policy document is available on Gail gas web site shall be applicable on **Mutatis mutandis basis**

38.2

38.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES:

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in Rajasthan state Gas Limited' "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Rajasthan state Gas Limited Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Rajasthan state Gas Limited, such decision of Rajasthan state Gas Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40.0 AHR ITEMS

40.1. In item rate contract where the quoted rates for the items exceed 50% of the estimate

rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I. Rates as per SOR, quoted by the Contractor/Bidder.
II. Rate of the item, which shall be derived as follows:
a) Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

41.0 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure IV.

42.0 INCOME TAX & CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor's account.

42.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. cs per transaction.

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

43.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for

Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

44.0 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC) (RULES FRAMED BY GAIL GAS LTD. SHALL BE APPLICABLE FOR RSGL ON MUTATIS MUTANDIS BAIS ALSO AS DEFINED BELOW)

44.1 GAIL Gas ltd. has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL gas web site for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.

44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0

44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL Gas Conciliation Rules, 2013 (Applicable for RSGL). It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall

go for Arbitration. For the purpose of this clause, the option of „Conciliation" shall be deemed to have been exhausted, even in case of rejection of „Conciliation" by any of the Parties.

44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE & MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

Rajasthan state Gas Limited's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

46.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

========== X ==========

Annexure-I

Bid Data Sheet (BDS)
[ITB to be read in conjunction with BDS]

ITB clause	Description
	A. GENERAL
1.1	The Purchaser is: Rajasthan state Gas Limited
1.2	The name of the Works/Services to be performed is: hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.
3.0	Bid from a Joint Venture/Consortium APPLICABLE: × NOT APPLICABLE: ✓
	B. BIDDING DOCUMENT
8.1	For **clarification purposes** only, the communication address is: Vivek Shrivastava DGM (C&P) RAJASTHAN STATE GAS LIMITED Email: viveks.rsgl@rajasthan.gov.in Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005 Websites: **http://rsgl.rajasthan.gov.in**
	C. PREPARATION OF BIDS
11.1.1 .1	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents as per SCC…Nil

12.0	Additional Provision for Schedule of Rate/ Bid Price are as under:
13 & 14	Whether Rajasthan state Gas Limited will be able to avail input tax credit in the instant tender…..NO
16.1	Applicability of EMD/ Bid Security APPLICABLE: [ ] NOT APPLICABLE: ✓ **Bidder(s) is required to submit / upload the declaration as provided under clause no. 16 as Annexure-1 of ITB.**
17.0	**Date, Time and Venue of Pre-Bid meeting** Date and Time:16-02-2024/15:00 hrs. Rajasthan state Gas Limited Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005
D. SUBMISSION AND OPENING OF BIDS	
21.0	The Tender No. of this bidding process is: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26..... DATED-09-02-2024
21.2	For bid submission purposes only, the Owner's contact details are as below: Dy. General Manager (C&P) Rajasthan state Gas Limited, Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005
22.1	Due Date and Time of Bid Submission : 26-02-2024 /1400 Hrs.
26.0	**The Unpriced bid opening shall take place at:** Date: 26-02-2024 Time: *1500 hours* Rajasthan state Gas Limited LIMITED, Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005

E. EVALUATION AND COMPARISON OF BIDS	
ITB clause	**Description**
31.0 & 33.0	Evaluation Methodology is mentioned in Section 1.2 of ITB.
32.0	Compensation for Extended Stay: NOT APPLICABLE
F. AWARD OF CONTRACT	
37.0	Contract Performance Guarantee / Security Deposit :APPLICABLE "10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year." In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. • For this purpose, the details of RSGL Bank Account is as under: Account : **ICICI BANK Bank Account No. 678605600349** **Bank Address: Khanij Bhawan, Tilak Marg, CScheme-Jaipur-302005 (Raj).** **IFSC CODE ICIC0006786** *While remitting, the bidder must indicate "**Security Deposit/ Contract Performance Guarantee against FOA/LOA/PO no._____ (contractor/ vendor to specify the FOA/LOA/PO No.)**" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the concerned C&P officer(s) immediately and necessarily within 30 days from the date of Fax of Acceptance. "* While issuing bank Guarantee applicant must mention receiver's details as ICICI Bank account No. 678605600349, IFSC ICIC0006786, Branch__Khaniz Bhawan -Tilak Marg, C-scheme Jaipur, in BG text at which SFMS IFN 760 message to be send by issuing bank, to establish the authenticity of given BG.
-	Whether tendered item is non-split able or non-divisible: NO (Please refer SOR)
40.0	Provision of AHR Item : APPLICABLE
-	BONUS FOR EARLY COMPLETION: **NOT APPLICABLE**

Annexure-II

Procedure for Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices

Introduction:

In the endeavor to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

A] Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee of Directors of Rajasthan state Gas Limited

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies,

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common;

(b) Majority interest in the management is held by the partners or directors of

banned/ suspended firm.

(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A9 "Investigating Agency" shall mean any department or unit of RAJASTHAN STATE/Rajasthan state Gas Limited investigating into the conduct of Agency/ party and shall include the Vigilance Department of the RAJASTHAN STATE/Rajasthan state Gas Limited, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B] Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Rajasthan state Gas Limited for a period specified in para B.2.2 below from the date of issue of banning order.

B2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with Rajasthan state Gas Limited for a period specified in para B.2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Guarantee submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability

period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with Rajasthan state Gas Limited for a period specified in para B.2.2 below from the date of issue of banning order.

Further, the Contract Performance Guarantee submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, the agency shall be banned for future business with Rajasthan state Gas Limited for a period specified in para B. 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt /Fraudulent /Collusive /Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due date, liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	

	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by Rajasthan state Gas Limited	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C] Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by C&P Department when

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Rajasthan state Gas Limited.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited

E] Appeal against the Decision of the Competent Authority:

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

F] Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

Annexure-III

Procedure for Evaluation of Performance of Vendor/ Suppliers

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations andrequirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with RAJASTHAN STATE GAS in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of CorrectiveMeasures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party

from the business of Rajasthan state Gas Limited.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in- charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is "POOR":

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

(i) Poor Performance due to reasons other than Quality : **One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

(iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

(B) Where Performance rating is "FAIR":

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	**POOR**	Seek explanation for Poor performance
2.	**FAIR**	Seek explanation for Fair performance
3	**GOOD**	Letter to the concerned for improving performance in future.
4	**VERY GOOD**	No further action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR"

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

(i) Poor Performance due to reasons other than Quality : **Six Months**
(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Six Months**
(iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Six Months**

In case of repeated offence on above ground covered under sl. no. (i), (ii) and (iii):

- For once- **1 year.**
- For two and above-**3 years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

B) Where Performance rating is "FA IR"

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

4.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

5.0 EFFECT OF HOLIDAY

5.1 If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

5.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

5.3 Effect on other ongoing tendering:

5.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

5.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

5.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P

Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

5.4.2 Suspension Procedure:

5.4.2.1 The suspension period shall be limited to maximum six months.

5.4.2.2 The suspension order shall also be hosted on Rajasthan state Gas Limited intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday

5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

5.4.2.5 Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from Rajasthan state Gas Limited.

The competent authority to approve the suspension will be same as that for according approval for holiday.

5.4.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

5.4.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

5.4.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.

5.4.3.2 If an agency is put on the Suspension List during tendering:

5.4.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

5.4.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

5.4.3.2.3 after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.

5.4.3.3 The existing contract (s)/ order (s) under execution shall continue.

5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited

6.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

7.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to Rajasthan state Gas Limited or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors.

9.0 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re- tendering, Rajasthan state Gas Limited shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re- tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

10.0 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of Rajasthan state Gas Limited that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Rajasthan state Gas Limited to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1

Rajasthan state Gas Limited

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ : Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions (**)

Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name: Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	**FOR WORKS/CONTRACTS**	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	**FOR SUPPLIES**	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-2

Rajasthan state Gas Limited PERFORMANCE RATING DATA SHEET
(FOR O&M)

i) Location :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ : Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions (**)

Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE — 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on Pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	**FOR WORKS/CONTRACTS**	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	**FOR SUPPLIES**	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-IV

Forms & Format

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-14A	CHECK LIST FOR QUOTED ITEMS
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	INDEMNITY BOND
F-20	FREQUENTLY ASKED QUESTIONS
F-21	DETAILS OF QUOTED PARTS
F-22	CONTRACT AGREEMENT

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Rajasthan state Gas Limited
_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.
Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	
		City:
		District:
		State:
		PIN/ZIP:
6	Operation Address (if different from above)	
		City:
		District:
		State:
		PIN/ZIP:
7	Mobile Number	_____
8	E-mail address	
9	Website	
10	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	INR

13	Banker's Name	
14	Branch	
15	Bank account number	
16	IFSC code	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Certificate]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No *(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)*
20	a) Whether Micro/Small/Medium Enterprise	(Bidder to submit documents)
	b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	
21	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	Offer No.	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-2
BID FORM

To,

M/s. Rajasthan state Gas Limited

_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of " including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos._____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-3

LIST OF ENCLOSURES

To,

M/s Rajasthan state Gas Limited

_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section 1.1 (A) of ITB.
6. Bid Security/EMD * [**Submission of Original is not applicable for online banking transaction**]
7. Power of Attorney*
8. Duly certified document from chartered engineer and or chartered accountant.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Rajasthan Stamp Act)

Ref..... **Bank Guarantee No.....**

Date.....

To,

M/s Rajasthan state Gas Limited

_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No_____M/s. _____ having their Registered / Head Office at_____(hereinafter called the Tenderer), wish to participate in the said tender for_____

As an irrevocable Bank Guarantee against Earnest Money for the amount of_____is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Rajasthan state Gas Limited
Ltd., the amount_____ _____ without any reservation, protest, demur and recourse. Any such demand made by Rajasthan state Gas Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid].If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____day of_____20__ at_____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1.0 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per the Rajasthan Stamp duty Act,. The non-judicial stamp paper should be in name of the issuing bank.

2.0 The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".

3.0 The Bank Guarantee by bidders will be given from Bank as specified in "ITB".

4.0 A letter (preferably digitally/Manually signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer

5.0 Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.

6.0 If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Rajasthan state Gas Limited

_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Irrevocable and confirmed Letter of Credit No. …… Amount: Rs. _____

Validity of this Irrevocable ..... (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on …….. (Name of Applicant with full address) for a sum not exceeding …… available by your demand letter (draft) on them at sight drawn for Rs. …… accompanied by a certificate by Rajasthan state Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):

(i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.

(ii) The Bidder varies or modifies its Bid in a manner not acceptable to Rajasthan state Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.

(iii) The Bidder, having been notified of the acceptance of its Bids,
   (a) Fails or refuses to execute the Supply Order/Contract
   (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
   (c) Fails to accept arithmetic corrections as per tender conditions.

2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No …… for..... (Item)

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary

Credits (1993 Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under: …….

6. All foreign as well as Indian bank charges will be on the account of M/s. …… (Applicant)

FOR ……..

Authorized Signature
(Original Bank)

Counter Signature

F-5

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening']

Ref: Date:

To,
M/s Rajasthan state Gas Limited
_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation_____Signature_____
Phone/Cell:
Fax:
E-mail: …….. @ ……

[2] Name & Designation_____Signature_____
Phone/Cell:
Fax:
E-mail: …….. @ ……

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to Rajasthan state Gas Limited.

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s Rajasthan state Gas Limited

_____

Sub: Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURTRECEIVERSHIP

To,

M/s. Rajasthan state Gas Limited

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

We hereby confirm that we are not blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited .

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

In case it comes to the notice of Rajasthan state Gas Limited that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Rajasthan state Gas Limited by us.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Rajasthan state Gas Limited

_____

Sub: Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for "_____", the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER RAJASTHAN STAMP DUTY ACT)

To,

M/s Rajasthan state Gas Limited

_____

Performance Guarantee No.

Dear Sir(s),

M/s. _____ having registered office at_____(herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of_____vide PO/LOA /FOA No._____dated_____for RAJASTHAN STATE GAS Limited having registered office at Rajasthan State Gas Ltd., Room no. 303, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur - 302005 (herein after called the "Rajasthan state Gas Limited" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees_____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Rajasthan state Gas Limited, in case of default.

The said M/s._____has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1 We_____hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s._____in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Rajasthan state Gas Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the supplier / contractor to Rajasthan state Gas Limited in such manner as Rajasthan state Gas Limited may direct the said amount of Rupees___only or such portion thereof not exceeding the said sum as you may require from time totime.

2 You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said

3 M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s.___and such postponement forbearance

would not have the effect of releasing the bank from its obligation under this debt.

4 Your right to recover the said sum of Rs. _____ (Rupees_____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s._____and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

5 The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

6 This guarantee shall be irrevocable and shall remain valid upto_____(this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by Rajasthan state Gas Limited in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by Rajasthan state Gas Limited. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (supplier / contractor) on whose behalf this guarantee is issued.

7 Bank also agrees that Rajasthan state Gas Limited at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that Rajasthan state Gas Limited may have in relation to the suppplier's/contractor's liabilities.

8 The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by Rajasthan state Gas Limited. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Jaipur

9 Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of_____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument,

any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

10 We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

_____

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non- judicial stamp paper and place of Bid to be considered as Jaipur

2 The Bank Guarantee by Bidders will be given from bank as specified in Tender.

3 A letter (preferably digitally/manually signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer

4 Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued

5 If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

6 Bidder can submit CPBG on line through issuing bank to Rajasthan state Gas Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Rajasthan state Gas Limited.

F-10

AGREED TERMS & CONDITIONS

To,

M/s. Rajasthan state Gas Limited

_____

Sub: Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
3	Rate of applicable **GST (CGST & SGST/ UTGST or IGST)**	CGST: …… % Plus SGST/UTGST…… % Total: ……..% Or IGST .....%
3.1	Whether in the instant tender services/works are covered in reverse charge rule of **GST (CGST & SGST/UTGST or IGST)**	Yes/ No In case of Yes, please specify **GST (CGST & SGST/UTGST or IGST)** payable by: Rajasthan state Gas Limited % Bidder ..... %
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATI
5	Confirm that Contract Performance Security will be furnished as per Bid Document.	
6	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
11	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. &date b) Value c) Validity	
12	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
14	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATI
15	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ Rajasthan state Gas Limited or his relative is a partner.	
16	All correspondence must be in ENGLISH language only.	
17	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19	Confirm that you have not been banned M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. * It shall be the sole responsibility of the bidder to inform Rajasthan state Gas Limited about the changes that may occur in the stated declaration during the course of finalization of the tender.	
20	Confirm that any correction in documents submitted in the Un-priced part has been initialed and with signatures of the authorized person	CONFIRMED
21	Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.	
22	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to Rajasthan state Gas Limited, but also for criminal proceedings under the relevant laws.	CONFIRMED
23	Confirm that scanned copy of the EMD / Bid Bond has been submitted	CONFIRMED

Sl.	DESCRIPTION	BIDDER'S CONFIRMATI
24	Confirm that no Price disclosing files have been attached with unpriced/ technical bid. *In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
25	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non- participation against the enquiry /tender through e-mail/fax to concerned executive in Rajasthan state Gas Limited issued the tender, by filling up the Format)

To,

M/s Rajasthan state Gas Limited

_____

Sub: Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

  Postal Address with Pin Code: .....
  Telephone Number : .....
  Fax Number : .....
  Contact Person : .....
  E-mail Address : .....
  Mobile No. : .....
  Date : .....
  Seal/Stamp : .....

- We are unable to bid for the reason given below:
  Reasons for non-submission of bid:

_____

Agency's Name : .....
Signature : .....
Name : .....
Designation : .....
Date : .....
Seal/Stamp : .....

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s. Rajasthan state Gas Limited

_____

Sub: Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Dear Sir

We hereby confirm that "The contents of this Tender Document No. _____ have not been modified or altered by M/s. …….(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s .....(Name of the bidder) shall be liable for rejection".

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-13
BIDDER'S EXPERIENCE

To,

M/s. Rajasthan state Gas Limited

_____

Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26….. …..

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. *Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)*	Value of Contract/ Order (*Specify* Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-14
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Manually Signing offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		

viii	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-14A

CHECK LIST FOR QUOTED ITEMS

ITEM CATEGORY	SOR ITEM DESCRIPTION	QUOTED / NOT QUOTED
1	As per SOR and tender document ref. no. RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26	

F-15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To

Rajasthan state Gas Limited

_____

This is to certify that M/s …….. (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for RAJASTHAN STATE GAS's RFQ/Tender no. ..... dated …… for .....(Name of the supply) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s.....(name of the Bank with address) confirms availability of line of credit to M/s …….. (name of the bidder) for at least an amount of Rs. _____ / USD_____.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores and the undersigned is authorized to issue this certificate.

Yours Truly,

For _____

(Authorized Signatory)

Name of the Signatory:

Designation:

Registration No.

Stamp of Bank

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s .....(Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	**Year _____**
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	**Year _____**
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

Refer Instructions

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.

2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

4. For the purpose of this Tender document:

   (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
   (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
   (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Rajasthan state Gas Limited

_____

Sub: Sub: Sub: Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

Tender no: RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	Rajasthan state Gas Limited's REPLY
	Sec. No.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-18

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account
   a) Name of Bank
   b) Name of branch
   c) Branch code:
   d) Address:
   e) Telephone number:
   f) Type of account (current/saving etc.)
   g) Account Number:
   h) RTGS IFSC code of the bank branch
   i) NEFT IFSC code of the bank branch
   j) 9 digit MICR code

I/We hereby authorize Rajasthan state Gas Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Rajasthan state Gas Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ---------- has an Account no. ---------- with us and we confirm that the details given above are correct as per our records.
Bank stamp

Date (Signature of authorized officer of bank)

F-19

INDEMNITY BOND

WHEREAS Rajasthan state Gas Limited Ltd. (hereinafter referred to as "**Rajasthan state Gas Limited**") which expression shall, unless repugnant to the context include its successors and assigns, having its corporate office at Khaniz Bhawan, Tilak Marg, C-scheme Jaipur and registered office at C-89-90 Janpath , lal-kothi Scheme , Jaipur has entered into a contract with M/s*……. (hereinafter referred to as the "**Contractor"**) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *……..
and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT'** which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with Rajasthan state Gas Limited that:

(i) This Indemnity shall remain valid and irrevocable for all claims of Rajasthan state Gas Limited and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which Rajasthan state Gas Limited and/or its employees and Directors has been made party until now or here-in-after.
(ii) This Indemnity shall not be discharged/revoked by any change/ modification /amendment/assignment of the contract or any merger of the Contractor with other entity

----

or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of Rajasthan state Gas Limited are settled by the Contractor and/or Rajasthan state Gas Limited discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :
For *[Contractor] Authorised Representative*
Place:
Dated:
Witnesses:
1.
2.

F-20

FREQUENTLY ASKED QUESTIONS

(FAQs)

SL. NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no C of Section 1.1 of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than one offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Not applicable

All the terms and conditions of Tender remain unaltered.

F-21

Details of Quoted Parts

Bidder's Name: .....

Description	Quoted/ Not Quoted	Amount of EMD submitted
ALL SOR of TENDER Document RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26		N/A

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F-22

PROFORMA FOR CONTRACT AGREEMENT

LOA No. RSGL/ dated ----------

Contract Agreement for the work of ---------- of RSGL made on ---------- between (Name and Address)---------- , hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and RSGL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of EMPLOYER.

RSGL

_____

_____

Date :_____

Place:_____

Signed and Delivered for and
on behalf of the CONTRACTORs.

(NAME OF THE CONTRACTOR)

_____

_____

Date :_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1._____

_____

_____

2._____

_____

_____

1. _____

_____

_____

2. _____

_____

_____

CUT-OUT SLIP

(To be pasted on the envelope containing PRICE BID

DO NOT OPEN - THIS IS A QUOTATION

Tender : TENDER DOCUMENT FOR TENDER DOCUMENT FOR HIRING OF Vehicles for RAJASTHAN STATE GAS LIMITED AT KOTA/JAIPUR FOR THE PERIOD OF TWO YEARS.

Tender no. : RSGL/KOTA-JPR/C&P/HR/2023-24/NIT-26

Due Date & Time : Upto 1400 Hrs. (IST) on 26-02-2024

From :	***To :***
M/s_____	DGM (C&P) RAJASTHAN STATE GAS LIMITED Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur – 302005 Email:viveks.rsgl@rajasthan.gov.in Ph, No. 0141-4916308

PART-II – CONDITIONS OF CONTRACT

Section 2: General Conditions of Contract-Services

(to be read in conjunction with other sections of the bid documents)

TABLE OF CONTENTS

Sl. No.	Description
SECTION – I	**DEFINITIONS & INTERPRETATIONS**
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION – II	**GENERAL INSTRUCTIONS & OBLIGATIONS**
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and Poor Performance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality
2.34	Intellectual Property Right
SECTION – III	**PERFORMANCE OF SERVICE**
3.1	Execution of services

.2	Changes In Services
3.3	Action and compensation in case of poor service
3.4	Suspension of services
3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability
3.9	Indemnity
SECTION – IV	**PAYMENT, INSURANCE AND TAXES**
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
SECTION – V	**LAWS, HEALTH, SAFETY & ENVIRONMENT**
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable GAS
5.6	Preservation of place
5.7	Environment
SECTION – VI	**DISPUTE RESOLUTION AND ARBITRATION**
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract
Appendix 1	Procedure for action in case of Corrupt /Fraudulent/ Collusive/ Coercive practices
Appendix 2	Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors / Consultants

SECTION – I
DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Rajasthan state Gas Limited (Rajasthan state Gas Limited), a public limited company, incorporated under the Company's Act 1956 and having its Registered office at corporate office at Rajasthan State Gas Ltd., Room no. 215, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur - 302005 and registered office at C-89-90 Jan path , Lalkothi Scheme Jaipur 302004 and includes its successors, assigns and Site(s)/work center(s).

The “Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

“Equipment/Materials/Goods” means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance” means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

"Site" means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

"Specifications" means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

i) The Contract Agreement
ii) Detailed Letter of Acceptance along with its enclosures
iii) Fax of Acceptance
iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
v) Drawings
vi) Special Conditions of Contract (SCC)
vii) Technical Specifications (wherever applicable)
viii) Instructions to Bidders (ITB)
ix) General Conditions of Contract (GCC)
x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

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

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT:

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume 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.

1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such

repugnancy, or variations, prevail.

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

SECTION – II

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).

2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT:

2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA:

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA:

2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT:

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

The Procedure is enclosed as Appendix 1 to this GCC.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of Rajasthan state Gas Limited and shall not indulge themselves or allow others (working in Rajasthan state Gas Limited) to indulge in fraudulent activities and that they would immediately apprise the Owner/Rajasthan state Gas Limited/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available on Rajasthan state Gas Limited's website (www.Rajasthan StateGAS.com).

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Appendix 2 to this GCC.

2.7 RETIRED GOVERNMENT OR EMPLOYER's OFFICERS:

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST:

During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

2.9 ABNORMAL RATES:

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 Be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- Any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- Personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authroised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:

2.11.1 Service Provider shall appoint a person (*"Service Provider's Representative"*) who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper co-ordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

(a) only such skilled and experienced personnel(s) in their respective areas; and

(b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of society also in order to have a fair representation of these sections.

2.13 CONTRACT PERFORMANCE SECURITY (CPS):

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall

be payable by the Employer even if the CPS is in the form of a Demand Draft.

2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realized by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance 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 Employer at its option by written notice to the Service Provider:

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 Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b)

above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof 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 Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGES IN CONSTITUTION:

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer

shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT:

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with Rajasthan state Gas Limited. The detailed procedure for banning including suspension in this regard may be referred as enclosed as Appendix 1.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Appendix 2.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer 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.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE:

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation

of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

(a) act of terrorism;
(b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
(c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.
Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeureshall then stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency 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 affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE:

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it’s Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, Rajasthan state Gas Limited will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event any financial implication arises on Rajasthan state Gas Limited due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider.

2.23 ASSIGNMENT/SUBLET:

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer- in-charge, 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 Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.24 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.LIENS:

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.

2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a

complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS:

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify

the Employer.

2.28 LANGUAGE AND MEASURES:

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION:

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

2.32 NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or

delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.33 CONFIDENTIALITY:

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT:

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

SECTION - III
3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES:

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES:

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes

in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service

Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

3.4 SUSPENSION OF SERVICES:

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD:

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE:

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site

completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

i) The technical documents according to which the Service was carried out.
ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 EXECUTION CERTIFICATE:
Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE:

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of

Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:
(a) In the event of breach of any Applicable Law;
(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
(c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
(e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.9 INDEMNITY:

3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider 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 Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

SECTION – IV

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE:

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS:

4.2.1 SERVICE PROVIDER'S REMUNERATION:

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule

of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/peformance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing

running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 COMPUTERISED BILLING SYSTEM: Rajasthan state Gas Limited has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in Rajasthan state Gas Limited by a Service Provider, a receipt number is usually generated. The Service Provider may also know the status of the Bill through Rajasthan state Gas Limited's website.

4.3.2 MODE OF MEASUREMENT:

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services

during the period in which his claims are under consideration by the Employer,

irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE:

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

b. General Public Liability Insurance covering liabilities including contractual liability for

bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.

c. Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

i) type and amounts of insurance as required herein;
ii) insurance company or companies carrying the aforesaid coverage;
iii) effective and expiry dates of policies;
iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording:" The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for

whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6 TAXES AND DUTIES:

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services 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 Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX:

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS:

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased

liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

SECTION – V

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS:

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

ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.

iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.

iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.

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

vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.

vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC 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.

viii) The Service Provider 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. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The EIC 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 Service Provider 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.

x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider 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 Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS:

i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES:

i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.

ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these

services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.

iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES:

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS:

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable GAS cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE:

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT:

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & GAS industry practices, including as required,

  advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;

- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and

- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;

- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

SECTION – VI

6.0 DISPUTE RESOLUTION AND ARBITRATION:

6.1 DISPUTE RESOLUTION:

6.1.1 GAIL Gas (The policy and process shall also be applicable for RSGL on Mutatis mutandis basis)/ Rajasthan state Gas Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL Gas/Rajasthan state Gas Limited's web site www.GAILGAS.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.

6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Rajasthan state Gas Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration in terms of clause no. 6.2. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties in equal share.

6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

6.2 ARBITRATION:

6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and seat/venue shall be Jaipur. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the Jaipur

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in “Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coercive Practices”, the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE

DEPARTMENT OF PUBLIC ENTERPRISES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

6.3 JURISDICTION:

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at Jaipur only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at Jaipur only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

6.4 CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

ANNEXURE TO CLAUSE NO. 6.2 - Arbitration

Clause no. 6.2 of General Conditions of Contract (GCC) have been modified to the extent that the following provision i.e. 'Dispute Resolution Clause' shall be part of the clause

1.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules

2.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

3.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

4.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

5.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Rajasthan state Gas Limited Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

6.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

7.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall

stand terminated on the date of the Settlement Agreement.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

PART-II

SECTION – III

1.0 SPECIAL CONDITIONS OF CONTRACT (SCC) ALONG WITH SERVICES REQUIREMENTS (SECTION-IV-)

SPECIAL CONDITION OF CONTRACT

1.0 GENERAL

1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.

1.2 Where any clause, sub-clause etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, 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.

1.3 Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

1.5 Bids of Joint Venture/Consortium not acceptable

1.6 The Vehicle shall necessarily have TAXI PERMIT.

1.7 During the period of the contract, RSGL can increase / decrease of the period of Vehicles on the same rates, terms and conditions as stipulated in the Contract and same shall be obligatory and binding on the contractor to execute any such order.

1.8 No sub-contracting shall be allowed without permission of the Company.

1.9 The Vehicles, taken on hire with the approval of the Engineer-in-Charge for regular duties under the Contract shall not be changed / replaced by the Contractor normally during currency of Contract except for its being defective in which case another hired Vehicle of equivalent or higher specifications / model shall be provided by the Contractor. The replaced Vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-Charge or its Authorized Representative will be considered as final.

1.10 The decision with regard to acceptance or rejection of any hired Vehicle(s) offered

by the Contractor shall remain with the Company and the same shall be final and binding upon the Contractor.

2.0 GENERAL DEFINITIONS

2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas / places connected with activities at Rajasthan defined in Scope of Work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

2.2 “CHARGES” means the charges (normal duty hours) of vehicle per month with Prescribed Kilometers.

2.3 “COMPANY” means Rajasthan State Gas Limited (RSGL), a Joint Venture Company having its Office at 1st Floor, Khaniz Bhawan, Tilak Marg, C Scheme, Jaipur Rajasthan 302005.

2.4 “CONTRACTOR” means any proprietorship / partnership firm or company to whom the contract is awarded for deployment of contract carriage Vehicles on hire to the Company.

2.5 “CONTRACT” means the formal Contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-Charge or by his Authorized Representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.

2.6 “DAY” means day starting from 0000 hrs. to 2400 hrs.

2.7 “DISTANCE” means the distance by the shortest approachable route unless otherwise specified.

2.8 “HOUR” means an hour of sixty minutes. For the purpose of hire and / or penalty charges, fraction of an hour up to 30:00 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

2.9 “MONTH” means a complete calendar month of the year.

2.10 "NIGHT HALT" means overnight stay of Vehicle(s) at any place / in any area beyond its designated reporting place / places. Night halt / outstation allowance will be applicable if Vehicle(s) is / are performing continuous duty to meet job requirement of Company at place other than the district of deployment.

2.11 "REPORTING PLACE OF VEHICLE" means any operational site of the Company where a Vehicle shall normally report for duty. The normal reporting place of Vehicle shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of Contract, if such requirement arises.

2.12 Extra KM of hired vehicle will be adjusted in three bills.

2.13 "SCHEDULE OF RATE (SOR)" is attached to this Contract.

2.14 "SEATING CAPACITY" means the number of passengers the Vehicle(s) can carry including the driver.

2.15 "SUITABLE SUBSTITUTE/EQUIVALENT MODEL" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective Vehicle subject to acceptance by Engineer-In-Charge.

2.16 "VEHICLE": As per specifications given hereunder:

"INNOVA/DEZIRE" means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories along with valid Registration, Taxi Permit, Insurance Documents and Driver. The Vehicle must be Air Conditioned, Diesel Driven (2 Wheel Drive).

3.0 PERIOD OF CONTRACT

3.1 The Contract will be valid initially for a period *of 24* months as mentioned in the SOR and can be extended for further 12 months, commencing within one week from the date of Fax of Acceptance or from the date of deployment of Vehicles, whichever is earlier. The Vehicles will be deployed in a phased manner as conveyed by Engineer-in-Charge from time to time depending on the work requirement. Thus individual Vehicle or a "Category" of Vehicle will have a Contract period of the Vehicle months from the date of deployment with the provision of time extension for further period of 03 (Three) months at the sole discretion of Engineer-in-Charge at the same rate, terms and conditions. The rates will remain firm during the tenure of the said Contract including the time extension.

3.2 Vehicles are to be provided initially within 7 (Seven) days, from the date of issue of order (LOI). The Order will be placed for intended number & type of vehicles. However the placement of the specific no. and type of vehicles will be based on work requirement and Contractor has to place the vehicles within 30 (thirty) days from the date of intimation from Engineer-in-Charge during Contract duration.

3.3 The Contract normally stands terminated after the expiry of the period of the Contract. However, the Company reserves its right to terminate the Contract at any time by giving 30 (thirty) days notice in writing without assigning any reasons thereof. The Contractor shall not be entitled for any compensation thereof.

4.0 <u>SCOPE OF WORK</u>

As enclosed below.

5.0 <u>OPERATIONAL NORMS & CONDITIONS</u>

5.1 The Vehicles are required to report to sites / locations as per the direction of the Engineer-in Charge and may be required to stay overnight on temporary duties. However, night halt for the places other than those mentioned in the Scope of Work shall be considered as out station duties for payment purpose.

5.2 The Contractor shall be required to deploy the Vehicles confirming to the specifications with all requisite Factory Fitted Accessories, Tools, and Accessories including Spare Wheels and the other equipment as per the Motor Vehicle Act / rules in force.

5.3 The Contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty, the Contractor shall immediately replace it by a suitable substitute Vehicle within a period of Two Hours or arrange satisfactory repairs. In case of failure of the Contractor to repair the Vehicles or to provide the substitute Vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the Contractor shall have to bear the difference of the cost incurred in the alternative

arrangement made by the Company in addition to deduction of day(s) payment.

5.4 The Contactor has to provide the Vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances / outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's Employee / Officer or any other Authorized Person utilizing the Vehicle has to incur expenditure for making good the Vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.

5.5 In case the hired Vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar / matching type within "seventy two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@ Rs.1,000.00 per day after 72 hours for each no. of Vehicle" will be imposed on the Contractor.

5.6 Drivers of the Vehicles normally should not be changed during currency of Contract. The Contractor shall ensure that the driver(s) provided on Vehicles is / are well dressed, smart in turnout and is / are disciplined, courteous and behave properly with the Company's personnel. The Contractor shall withdraw such driver(s) from duty, who does not behave in a proper / disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicle(s) shall not be accepted for duty and shall be considered as Vehicle(s) not provided by the contractor and penalty as applicable shall be levied.

5.7 Contractor shall provide proper upholstery for the vehicle along with a pair of Uniforms of “Light Grey Colour” or any other color as approved by the Engineer-In-Charge, stitched in standard uniform pattern & shoes to every driver provided with the Vehicle(s). In case the driver is not presenting himself for the duty in proper uniform, penalty “@ Rs. 200.00 per such occasion” will be imposed on Contractor. Decision of “EIC” will be final & binding on the Contractor in this regard.

5.8 In case of Air Conditioned vehicles, a penalty @ Rs. 500.00 per day per Vehicle(s) shall be levied, if the A.C. is not working.

5.9 The Contractor shall have to make his own arrangements for the stay of his staff including night halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired Vehicle(s) as per requirement. However, the Company shall pay "Night-Halt” charges as mentioned in clause no. 14 in case Vehicle(s) are deputed for “outstation duty” and required to stay overnight.

5.10 The Contractor will be required to supply Vehicle(s) only conforming to the Specifications of the tender as and when ordered to do so. During the currency of the Contract, in exceptional circumstances, the Company may however, accept a suitable substitute vehicle other than those as specified in the tender, subject to imposing the penalty as specified in clause no. 21 of SCC of the tender.

5.11 In case any Vehicle(s) is withdrawn from duty by the Contractor or if he fails to provide a substitute Vehicle(s) or provide a Vehicle(s) which is not in acceptable condition, no payment shall be made to the Contractor for those day(s) against the Vehicle and imposing the penalty as specified in clause no. 21 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day = Monthly Charges / 30 days

5.12 The Driver/Contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day / days of such occurrence. In case Contractor / Driver ignores the instructions, the Vehicle shall not be accepted and penalty as per clause no. 21 shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring / cancellation of contract.

5.13 The Vehicle(s) on duty is / are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.

5.14 Before and after the duty hours and on holidays, the Vehicle(s) deployed for duty shall not be used for any other purpose.

5.15 Speedometer, Kilometer Recorder and other instruments / meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer in-Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer for such distance / places as verified and certified by the Officer / Staff traveling in the Vehicle shall be final and binding to the Contractor for the purpose of billing, etc.

5.16 The Contractor shall have an office with telephone facility and supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The Contractor should intimate his contact telephone numbers & permanent address for communication / correspondence in writing along with his offer for correspondence in regard of this

Contract. Any change in permanent address of the party shall be intimated at least 7 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.

5.17 Regular Vehicle shall be given one day off in a month for maintenance to keep the Vehicle in good running condition. However, Contractor has to provide suitable substitute / replacement Vehicle during maintenance period. In case of failure, Penalty would be made as per clause no. 21 of SCC of the tender.

(ii) If Vehicles are required to be hired from other sources by the Contractor, an undertaking on stamp paper of requisite value is required to be submitted from concerned party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances, the said party will not make any claim whatsoever to the Company.

5.18 i) Contractor should produce necessary ESIC Code before commencement of work or coverage under Workmen Compensation Act who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to the Company.

5.20 ii) Contractor should produce necessary EPF Code before commencement of work.

5.21 Contractor is responsible to obtain labour license, if applicable, under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Assistant Labour Commissioner (Central), Ministry of Labour, Government of India for the respective States.

5.22 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various Labour Legislations.

5.23 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workman Compensation Act 1923; and, other relevant acts, rules and regulations notified from time to time.

5.24 Contractor shall also ensure to engage only those persons whose character/ antecedents have been got verified by him. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work. Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-Charge for his employees, wherever required.

5.25 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all

statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.

5.26 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labuor, welfare etc, is violated. Contractor shall indemnify RSGL for any action brought against him for violation, non- compliance of any applicable Act, rules & regulations there-under.

5.27 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.

5.28 Vehicles shall not leave duty point for any purpose without the specific permission of the user.

5.29 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.

5.30 Duty hours and kilometer run of the hired Vehicles shall be counted from the reporting time of the hired Vehicle at the designated place in the town. No hire charges shall be paid to Contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site / place. In case it is required to report at any other place directly, kilometer run from the nominated site to the reporting site is payable and no other charges shall be paid.

5.31 Contractor's staff shall abide by the existing security and safety rules / regulations / precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.

5.32 The Company shall not be responsible for any claim / compensation that may arise due to damages / injuries / pilferage to Contractors' Vehicles / Property/Drivers, other staff, etc. under any circumstances while the hired Vehicle(s) is engaged on duty.

5.33 Contractor shall ensure that his drivers refrain from smoking while driving the

Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.

5.34 Contractor(s) / driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired Vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.

5.35 Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

5.36 Contractor will have to provide spare wheel(s) in good condition with the Vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

5.37 Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

5.38 Contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

5.39 Contractor is required to maintain registers and records as required under different laws.

5.40 Contractor shall take care of the health and insurance of all their employees and workmen deputed for this work.

5.41 Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

5.42 Vehicle(s) preferably of white / Silver color shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, Napkin, Umbrella and First-aid box. In case of non-provision of any item, a penal recovery of Rs. 50/- per day per item will be made from the bill.

5.43 The driver should be conversant with local language preferably having knowledge

of Hindi/English.

5.44 With reference to clause no. 14.3 & 14.4 the rates quoted per vehicle per month shall include all charges for permits, taxes and all statutory payments except parking charges, night halt charges, entry tax / toll tax. The charges for entry tax / toll tax, parking charges and night halt charges shall be reimbursed on production of receipts of concerned authorities / duly certified challan. No night halt charges, entry / road toll tax will be payable to the contractor if the Vehicle movement is in the District of deployment.

6.0 VEHICLE DOCUMENT

The Vehicle(s) should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), Permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits / temporary road permits or parking fees etc., if any, required during and for the duty with the Company. The responsibility of any lapse in this regard shall be that of the Contractors / Vehicle owners exclusively. The Company, its Officers / Employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and the company, its Officers / Employees shall be completely indemnified and kept harmless by the Contractor against such default.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS

7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central / State legislations and orders, rules and regulation of Central / State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employees harmless for / against any loss, expenditure and claims penalty etc. of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the Contractor.

7.2 Registration with Labour Commissioner: If necessary, Contractor shall be required to register with Labour Authority of Appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules / regulations / laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

7.3 Contractor will be fully responsible for any and all disputes arising out of any

Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of Contractor to pay the driver / any employee as per labour law / Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.

7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honor the various Centra/ State/ Local self-body laws / enactment in this respect.

7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "ESI Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

7.6. <u>Undertaking :</u> (for Motor Transport undertaking employing less than five motor transport works) Contractor is required to submit the undertaking on their letter head with intent that they do not employee more than five (05) motor transport worker as per Section 1 of “The Motor Transport Workers Act, 1961”.

7.7. Contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by him under the contract.

8.0 TAXES & DUTIES

Contractor shall pay all the taxes, corporate tax i.e. Income Tax, Sales Tax and any / or any other taxes levied by Central / State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. However Goods & Service Tax shall be paid extra at actual on presentation of receipt. In case Goods & Service Tax is applicable for the Tendered Work, Contractor shall claim the Goods & Service Tax indicating rate of abatement / deduction allowed as per " Goods & Service Tax / Rules" from the 1st Invoice itself. Contractor providing taxable service shall issue / raise a taxable Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

a) Name, Address & Registration No. of such Person / Contractor
b) Name & Address of the Person / Contractor receiving Taxable Service
c) Description, Classification & Value of Taxable Service provided
d) Goods & Service Tax Amount, Percentage of GST & GST Registration Number

Payments to Service Provider for claiming Goods & Service Tax amount will be made, provided the above formalities are fulfilled. In case of statutory variation in Goods & Service Tax during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / statutory variation in Goods & Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Goods & Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

9.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION)

Acceptance of a Vehicle(s) in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver, by an Authorized Officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in-Charge. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the Company and its decision shall be final and binding.

Any certificate obtained or produced by Contractor stating the condition of the Vehicles offered / placed at the service of the Company by any officer of Central or State Government Authority such as M.V.I. etc. as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10.0 REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLES:

During the currency of Contract, the Company may increase / decrease the number of Vehicles depending upon the requirement and the same shall be obligatory and binding on the contractor. The Company shall have right to take on hire Vehicles in phased manner also, depending on the requirement. In case of decrease in number of Vehicles, a notice of 7 (seven) days shall be given for de-hiring. In case of increase of number of Vehicles, the Contractor has to supply the vehicle within a period specified in Clause 3, above.

11.0 LOG BOOK MAINTENANCE

11.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

11.2 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the Officer of the Company with all details. All the bills will be verified on the basis of logbook of the Vehicle. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.

11.3 Responsibility of obtaining the daily Kms. runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor.

11.4 Opening Kms. reading and closing Kms. reading shall be taken from the notified reporting place but not from the contractor garage / residence. The opening Kms. reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

12.0 ACCIDENTS / DAMAGES / CLAIMS LIABILITIES

12.1 In the event of any accident or damages while the Vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident/damage(s). Contractor himself will be fully and exclusively responsible for any damage to Vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the Vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any

demur the compensation / damages if any sustained by the Company on this account.

12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s) / equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim / compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his / their vehicle(s), in addition to damages / disabilities / death etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.

12.3 Contractor himself will be responsible for any damage to the Vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.

12.4 The Company shall not be responsible for any claim/compensation that arises due to damages / injuries / pilferage to Contractor's vehicles / property under any circumstances while the Vehicle(s) is on duty of the Company.

12.5 It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer-in Charge or his Authorized Representative occurrence of any accident as early as possible to avoid any disruption to the Company's operations, provide substitute vehicle and submit a detailed report to the Engineer-in Charge or his Authorized Representative within 24:00 hrs. for the record of the Company.

12.6 Absence of Vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative / substitute is the responsibility of the Contractor.

13.0 <u>INSURANCE</u>

13.1 Hired Vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.

13.2 All liabilities arising out of the accidents, disturbances to the Vehicle(s) operations of the Company will rest upon the Contractor.

13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of Vehicles deployed with the Company on the date of placement of Vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and Cleaner, if so deployed with the Vehicle.

14.0 RATE

14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates.

14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like salary, bonus, overtime, uniform, as per labour regulations i.e. whatsoever is required for the specific performance of this contract including Goods & Service Tax. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance / operation of such services including permits / repair and maintenance including the provisioning of the breakdown / maintenance reserve taxi etc. provided that the maintenance of reserve taxi should not be allowed beyond reasonable time i.e. maximum 07 (seven) days unless otherwise approved by EIC and subject to applicable deductions under clause no. 21 if not approved by EIC.

14.3 RATES FOR ADDITIONAL RUN & NIGHT HALTS

Rates for additional run beyond Fixed Kms. and Out Station Night Halt charges be FIRM for the Vehicle(s) on monthly / regular basis and shall be paid extra as mentioned below:

14.3.1 In the event of vehicle(s) exceeds the fixed Kms run during the currency of the contract, the payment of extra kilometer run shall be made on quarterly basis as per following formula

Extra Kms. Run = A – (3 X F) X R

Whereas :

A=Total of actual Kms. run in a quarter (3 months)
F=Fixed Kms. run per month as per SOR item
R=Rate per Kms. (as quoted in SOR)

In case of extra kilometer run in respect of deployed vehicle(s) of similar category (SOR Part Apart B and PRT C), the calculation of extra kilometer run shall be calculated by clubbing fixed kilometer run of awarded vehicles (Two/Three vehicles as the case may be) in a quarter minus actual kilometer run in a quarter of Two/Three vehicles (as the case may be for payment as per above formula.)

15.0 ESCALATION / DE-ESCALATION OF FUEL RATE:

15.1 Rates quoted are firm and will remain unchanged during currency of the Contract. However, the Company will consider an increase / decrease in the kilometer rates during the contractual period, in the event of increase / decrease in retail prices of fuel as per, the following formula:

$$\frac{R \times I}{N}$$

Where as R = Total kms. run during the month
I = Increase / decrease Price of Fuel / per ltr.
N = Mileage of the vehicle (approx.)

Note : N = 14 Km for Innova diesel , 15 Km for Etios/Dezire/Equivalent (Diesel) and 25 Km for Etios/Dezire/ Equivalent (CNG) . The mileage figure of vehicle(s) may be further firmed up / considered based on the Certificate of vehicle manufacturer, the model of vehicle, area of operation and local conditions Etc. with the approval of EIC

The Escalation as worked out above will be applicable only in increase in price of diesel is beyond + (plus) or - (minus) 3 % from the prevailing rate on the date of tender opening .

15.2 The above formula shall also be used for reduction in rate per kms. in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only, based on the Monthly average of price of diesel/CNG in that month. However, this will not be applicable for increase of spare parts, lube oil etc.

15.3 No claim whatsoever will be considered for increasing the monthly charges of the Vehicles during the period of agreement entered on the basis of this calculation.

15.4 Contractor shall submit the actual bills in original issued by Diesel/CNG out lets and shall claim the escalation / de-escalation along with his regular bills.

15.5 The diesel rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

15.6 For working out additional KM running beyond fixed km, **the calculation is to be done for all the vehicle (Similar category) of each PARTS of the SOR as a single lot and not for individual vehicle for three months (not for one month) . It means that the cumulative total KM of all the vehicle of the Contractor will be considered for calculation and will be compared with standard running km per vehicle cumulatively for three months for calculating any additional KM .(i.e. out of three months if a vehicle run additional 250 km for first month and during second month it runs 250 km less than fixed km then there will be no claim for extra Km.)**

The Contractor should quote for all items of SOR. This shall be considered for evaluation purpose only. RSGL does not guarantee any minimum extra running KM per vehicle per month.

15.7 Monthly hiring charges should be quoted considering the cost of normal CNG/Diesel prevailing at that time in retail outlet of RSGL/others for CNG and Diesel for in the city in which vehicle is deployed and cost of CNG prevailing at that time in Mother Station retail outlet of the city in which vehicle is deployed. The bidders shall not be allowed to modify their bids after the bid due date.

15.8 Base fuel rates & current fuel rates of RSGL/others will be applicable for the city where the vehicle is deployed. In case of discounted rates will be applicable for both Base and current fuel rate.

For this Purpose the Base rates of CNG/Diesel shall be the rates on the date of publish of Tender, the same shall be declared on the date of opening of Un – Priced Bid.

15.9 The calculation of escalation/ de-escalation on account of rise/fall of price of normal CNG/diesel over base rate will be done as follows:

- SOR Sr.. no. A1: Revised Rates = Quoted rate + 1800* (Current fuel rate- Base fuel rate)/10
- SOR Sr. no. B1 :Revised Rates = Quoted rate + 1000 * (Current fuel rate- Base fuel rate)/15
- SOR Sr. no. C1 and C3 :Revised Rates = Quoted rate + 1500 * (Current fuel rate- Base fuel rate)/25
- SOR Sr. no A2 Revised Rates = Quoted rate + (Current fuel rate- Base fuel rate)/14
- SOR Sr. no B2 Revised Rates = Quoted rate + (Current fuel rate- Base fuel rate)/25
- SOR Sr. no C2 & C4 Revised Rates = Quoted rate + (Current fuel rate- Base fuel rate)/25

EXAMPLES

For example, consider 1800 KM slab, then revised rate will be calculated as given below:

Quoted rate for 1800 KM slab = Rs. 30,000/-

Revised rate Disel = Rs. 90/- & Base Rate of Diesel (**date of publishing of Tender**) = Rs. 80/- ; Then -

Revised rates for item no. 01 will be = Rs. 30,000 + 3000 (90-80)/10 = Rs. 33000/-

Say, if Extra KM rate is quoted @ Rs. 10/- per KM, Avg. of vehicle is 14 Km / Litre

Base rate of diesel Diesel = Rs. 80/-

New Rate of diesel = Rs. 90/- ;

Then –

Revised rates will be = Rs. 10 + (90-80)/14 = Rs. 10 + 0.71 = Rs. 10.71/-

Note:

1. Price variations will be calculated for subsequent months accordingly as per the type of vehicle deployed by the vendor.

2. Note for calculation of Revised Rates: Suppose for the month of January i.e 31 days in this for 8 Days the CNG rate is Rs. 68/- , for 10 Days the CNG rate is Rs. 64/- & for 13 days the rate is Rs.65/-. As the rate is getting varied the following method is used for calculation of Revised CNG rate for month.

   Revised CNG rate = (8*68) + (10*64) + (13*65) = Rs.65.45 /-

3. **Fixed Km of all vehicles (Similar category vehicle in Each Part) shall be cumulatively added for each part of the SOR and to be consider for payment of extra km payment. The payment will be made with the 4th month bill and for calculation purpose the following method is applicable:**

- **If the vehicle run for extra km of 630 km in three months beyond cumulative Fixed km and Revised unit rate due to revision in CNG prices for first month is Rs.13/per km, 2nd Month is Rs.12/km, & 3rd Month is Rs.11/km,**

Then the total Extra KM for Three months is 630 Km and Revised CNG rate for Calculation is weighted average for 3 months is Rs. 12/-.

Revised per km rate = (13 + 12+ 11)/3 = 12

Hence in 4th Month the payment for Last 3 month is Extra Km is Rs. 7,560/-

Another Note : Out of three months of Invoicing Period if a vehicle run additional 250 km from cumulative fixed km of all Vehicle for first month and during second month it runs 250 km less than cumulative fixed km of all vehicle fixed km then there will be no claim for extra Km.)

16.0 BILLING AND PAYMENT:

16.1 Contractor shall submit bills duly certified by designated officers of RSGL in respect of the service (Vehicle wise) rendered by him in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly Verified and Certified by the Vehicle user. The bills shall show date wise services rendered as per the log books. Contractor is required to submit

the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his Authorized Person. The bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F&A.

16.3 Contractor is required to submit e-banking account number with Bank within 7 (seven) days from date of award of work order. All payments will be made through e-banking only.

16.4 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.

16.5 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.

16.6 No interest shall be payable on withheld amounts.

16.7 Recovery of Income Tax applicable as per Income Tax Act from the bills
.

16.8 Goods & Service Tax if applicable should be inclusive in quoted rate and break- up of Goods & Service Tax to be indicated in SOR.

PAYING AUTHORITY:
CFO (F&A),
Rajasthan State Gas
Limited, 1ST Floor
Khaniz Bhawan, Tilak
Marg, C Scheme,
Jaipur, Rajasthan
302005

17.0 SECURITY DEPOSIT/ BANK GUARANTEE:

17.1 The Contractor shall furnish a total security deposit of 3 % of annualized Contract value. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favor of RSGL or Bank Guarantee in the prescribed Performa within 15 days from the date of LOI.

17.2 The Security Deposit / Bank Guarantee shall liable to be forfeited / invoked in case of termination of the contract by the Company.

17.3 The Company reserves the right to recover from the Security Deposit / Bank Guarantee the balance amount, if any, which could not be recovered from the payments to the Contractor under any of the clause of this Contract.

17.4 Contractor shall be liable to pay further balance of recovery / claim if any,

which could not be recovered from the payments to the contractor and/or from the security deposit / bank guarantee.

17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.

17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of Contract should be valid for 3 months beyond the original Contract period and extended period as well. In the absence of such validity, payments of all dues to the Contractor will be withheld. On production of Performance Guarantee, Earnest Money Deposit will be released.

17.7 The Security Deposit / Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this Contract.

17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the Contract, the Security Deposit/ is liable to be forfeited and Bank Guarantee is to be invoked, without prejudice to any other right, which the Company may have under this Contract or otherwise.

18. TERMINATION

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the Contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

18.1. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.

18.2. It is found that contract has been procured by submitting incorrect or incomplete statements by the Contractor or by marking any misrepresentation including submission of forged documents.

18.3. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.

18.4. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.

18.5. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank Guarantee to be invoked.

18.6. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this Contract by giving the Contractor 30 (thirty) day's written notice to the effect, without assigning any reasons whatsoever. The Contract shall be deemed to have expired on expiry of the original period of thirty six months unless extended.

19.0 FORCE MAJEURE

Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such party, such Contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of Public Enemy, Civil Commotion, Sabotage, Floods, Explosions, Epidemics, or Acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges / compensation / damages against the other in respect of such non- performance and / or delay in performance during such period.

20.0 PRICE REDUCTION SCHEDULE (PRS)

20.1 In the event of failure or delay of the Contractor in placing the required hired Vehicles at the disposal of the Company or Vehicle is not in acceptable condition for any reason whatsoever, the Company shall have the option to exercise any of the following rights:

(i) To make suitable alternative arrangement of the hired Vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the

amount due to Contractor or from his 'Security Deposit', etc. Cost and expenses under this clause, however, shall not be limited to the outstanding amount or 'Security Deposit', etc. due to Contractor and Contractor will be liable to refund the entire cost to RSGL.

(ii) The Company shall have the right to recover from Contractor "@1.5 times of the pro-rata rate per day" on monthly hire-charges of a particular Vehicle. However, the Company reserves the right to terminate the Contract, in case Vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance."

20.2 Further, for any other violation of the provision of Contract, the Company reserves the right to impose penalty "@ Rs. 500.00 per such incident "per vehicle."

20.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as detailed in clause 21 below.

20.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for the Company.

21. RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)

Sl. No.	Clause No. (of SCC)	Particulars	Penalty
1	3.3	After the specified period of deployment of Vehicle, as has been mentioned at Clause.3.3	Rs.1,000.00 per day / per vehicle
2	5.3, 5.4, 5.11, 5.12	Non fulfillment of conditions specified	Rs.1,000.00 per day / per vehicle
3	5.5	Non deployment of alternate Vehicle of similar / matching type within seventy two (72) hours from the occurrence of accident. In case Contractor does not provide another Vehicle of similar specifications within 30 days from the date of accident, the Contract will be liable for cancellation / termination	Rs.1,000.00 per day / per vehicle
4	5.7	In case cotton seat-covers are not clean / available and / or upholstery of Vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	Rs. 200.00 per Incident/ per day/ per Vehicle
5	5.8	In case of air conditioned Vehicles, if the AC is not working	Rs. 500.00 per day / per Vehicle
6	5.7	For each occasion of non-wearing uniform (neat and clean dress) including shoes by the drivers.	Rs. 200.00 per Incident / per day / per Vehicle
7	-	Non-deployment of similar / matching type of Vehicle when the deployed Vehicle is taken away for routine servicing / maintenance.	Rs.1,000.00 per day / per Vehicle.
8		For violation of any provision of Contract	Rs. 500.00 per Incident / per Vehicle.
9	5.42	Non-provision of Good Quality Music System, Reading Light, Perfumes, Fire Extinguisher, Napkin, Umbrella and First-aid Box, Paper Napkin.	Rs. 50/- per day / per item / per Vehicle.

10		The absence for four or more than four hours of the driver or the vehicle for any reason shall be treated as being absent for the full day	penalty for the full day @ 1.5 times of the daily pro-rata hiring rate as indicated in Schedule of Rate shall be levied.
		If any civilians/other persons found in the vehicle other than the authorized personnel during the travel .shall attract	A penalty of Rs 500/- and repeatedly offending driver will be suspended from the duty for a period of Three Months.
		If Driver is found working for more than 12 hours in a day,	a penalty of Rs. 500 per offence will be imposed.
		The Driver found consuming any intoxicant or alcohol and smoking while on duty,	a penalty of Rs 2000 will be imposed first time and will be blacklisted for a month if the offence is repeated second time. After 3rd penalty, he will be terminated.

21. The Vehicle(s) to be provided with factory fitted devices such as A.C., Two Wheel Drive and all other major components.

22. Deployment of Vehicles and area of operation : Jaipur/Kota

23. The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. RSGL reserves the right to use its own Vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per RSGL's decision which cannot be challenged

by the Bidder(s).

24. The Vehicle deployed for "24 hours duty" should necessarily be manned by at- least 2 (two) drivers.

25. The Contractor/s should place the contracted no of vehicle at the disposal of the RSGL , within 7 days from the date of advise by the RSGL for the same after signing the Contract and depositing of Security Deposit. ***The Contractor/s shall utilize these vehicles exclusively for RSGL for the purpose of carrying out this Agreement even after duty hours/or "during off the service hours" during currency of Contract.*** It is distinctly understood that vehicle under the Contract with the RSGL should not have a parallel Contract with any other party and noncompliance of this clause by the Contractor may result in termination of the Contract without any further notice. The Contractor/s shall also undertake to have the vehicle(s) painted as per the terms contained in the attachments.

26. The Contractor shall be bound by all the Terms & Conditions mentioned in the tender documents and all other attachments, annexures and attachments thereto.

27. Any compensation or any other benefit payable to the crew/ other staff members of the Contractor or any third party becoming payable under any Statue or Regulation, both under regular working or arising from an accident etc.. The Contractor shall indemnity the RSGL and keep it indemnified in respect of above. In case the RSGL is made liable to pay any part of above costs, the same shall be reimbursed bye the Contractor. The RSGL is not obliged to contest any such claim made upon it for payment.

28. the vehicles) offered under this Contract shall operate at the sole cost and risk of the Contractor alone and in no case whatsoever, the RSGL will be held responsible for any loss or damage sustained by the Vehicle(s) in the course of its/ their undertaking the jobs assigned to it /them by the RSGL either within the RSGL 's premises/ facilities or outside.

29. The RSGL shall make payment to Contractor at the rate specified in the attached SOR (Schedule of Rates) hereto or at such rates arrived at after applying the formula for Escalation/ De-escalation as provided in the scope of services in the tender document, on a monthly basis from it office in Indore by way of only account payee cheques after deducting any amount that may become payable by the Contractor to the RSGL . Applicable taxes as per existing TDS rules shall be deducted at the time of release of payment and TDS certificate for the taxes so deducted will be issued

30. The Contractor(s) agrees that in the event of there being any failure or neglect on the part of the Contractor(s) to provide the vehicle by accident or breakdown or any other reason, which may effect the use there of by the RSGL the RSGL shall be entitled to claim such damages, loss and expenses and other amounts as the RSGL may have suffered or may suffer on account or by reason of the Contractors delay, neglect or fault with or without rescinding the Contract including the additional expenses incurred by the RSGL by getting the work done through an alternative agency.

31. Carrier shall make their own arrangement for parking of their vehicle overnight and /or during holidays. The Contractor shall comply with all statutory provisions relating his trade/ business /profession including his own employees or employees engaged by the Contractor and the RSGL shall not be responsible for any omission (s) or commission (s) on this account.

32. The Contractor shall remain at all times, liable and responsible to RSGL for any loss or damage caused to any building, plant or machinery or the property of the RSGL by any carelessness, negligence, inexperience or willful fault of the Contractor or his agents or his employee and the quantum of which the RSGL alone shall be the sole judge. The RSGL shall be at liberty to any cost of repair or loss or damage to the account of Contractor.

33. **DRIVERS BLACKLISTING CLAUSE –**

RSGL reserves the right to issue warning to driver deployed during the tenure. And in case of repeated similar incidents driver may be accordingly terminated from service as per following:

34. **Drivers discipline and training** :

34.1 Training for drivers:

The contractor shall conduct periodic training programme to get the drivers fully acquainted with RSGL Safety requirements. The contractor will make the drivers available to RSGL for training on defensive driving, first aid, fire fighting, emergency preparedness and any other training which RSGL considers necessary. New drivers prior to commencing their duties shall undergo an induction program carried out by supervisor/Fire & Safety Supervisor at the Mother Station. In case complaint of driving quality and involvement in an accident, the driver should be replaced.

34.2 Driver's discipline:

- Stop Journey at every 03 hrs. is allowed for 15 minutes only.
- Lunch break of approx. of 1/2 hour only.
- Speed limit on State/National Highway be maintained in between as per prevailing traffic rules/guidelines whichever to ensure safe travelling.
- Wearing prescribed dress by drivers is must & to be ensured.
- Don‟t operate / attend mobile phone call while driving.
- Don‟t drive if feels unwell or tired due to fatigued condition
- Don‟t drive under medication (consult doctor if so)
- Don‟t drive under intoxicated state (alcohol/ drug consumption)
- While re-fueling, switch off engine, cell phone and do not smoke.
- Don‟t drive in abnormal weather condition.
- Get full knowledgeable of roads & areas of travelling route

32.4 Contractor shall provide communication handsets to the Driver . the contractor shall be liable for repairing / replacing the sets immediately at his own cost.

33. Contractor shall carry out all schedule maintenance of vehicle and provide the copy of schedule maintenance record to Engineer-in-charge.

34. **Vehicle Management Requirement:**

The exact specification for hiring the vehicles should be maintained in accordance with manufacturer's recommendations. All vehicles must comply with relevant National Standards/RTA rules. Vehicle shall be fitted with Rear view Mirrors (One on each side)/ Wipers/ Signal Lights/ Breaks/ Hand Breaks. Odometer, reverse horn, Hand torch should and emergency kits / accessories shall also be provided.

a. All drivers should check the vehicle condition on a daily basis as per manufacturer's the checklist. Maintenance of the vehicles should be carried out through a manufacturer approved garage and the schedule of preventive maintenance should be in accordance with the manufacturer's recommendation. Maintenance and repairs to vehicles shall be carried out at OEM (Original Equipment Manufacturer) or approved facilities.
b. Preventive / Periodic Maintenance: Periodic Maintenance is based on the manufacturer's recommendations and has to be carried out by the authorized service representative of the vehicle manufacturer. The vehicles need to be tracked for the no. of Km so that they have plied and the service planned well in advance.

c. Replacement of vehicle : Vehicles may need replacement on a case-to-case basis in the event of accident to the vehicle or damages / recurring issues with the maintenance of the vehicles or after completion of vehicle life of vehicle as recommended by manufacturer of vehicle **or after running of 1,62,000 kilometer** whichever is earlier. In such events the contractor needs to replace the vehicle temporarily or permanently as per recommendation of the EIC which shall be binding on the contractor . Regular replacement is to be done as per the tender specifications.

d. **Replacement of Tyre:** Contractor shall provide wheel jack, tool kit and spare wheel(s) in good condition for each vehicle. Tyres of the vehicles need to be replaced on the following conditions:

i. Completion of 50,000 Km/ As per OEM specifications.
ii. Frequent issues with the tyre leading to deflations
iii. Showing heavy wear and loss of Tread.

iv. Condition of tyres and spare wheel.Usage of re-treaded tyres (i.e. remoulding of tyre) is not permitted.

35. TERMS OF PAYMENT

i. The Quantities indicated in SOR are tentative and may vary as per requirement. Payment shall be released as per actuals.

ii. Payment shall be made for a particular Vehicle from the date of deployment

iii. Monthly running bills to be submitted by the Contractor for verification and certification by Site- ln-charge (SIC) at site. Subsequently, the bills will be duly certified by Engineer-ln-charge (EIC) or a person authorized by him. Each invoice will be supported by requisite documents as stated elsewhere for the executed work/Service.

DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

iv. The monthly R A Bill duly certified by the authorized representative of the Contractor shall consists of but not limited to the following. Submitted documents shall be duly certified by the Contractor or his authorized representative.

v. GST Invoice stating the SOR item number, description, executed quantities and rates as per the awarded.

vi. Attendance Register and Salary Records.

vii. Photocopy of the measurement book/log-book.

viii. Copy of e-banking statement showing wage disbursement as per wage sheetCopy of Register of Wages duly signed by the workers along with statement of the bank must be duly certified and signed by the contractor certifying that "Certified that the amount shown in the column No._____has been paid to the workmen concerned through e- banking on_____(date) at_____(place)".

ix. Copy of Electronic Challan cum Return (ECR) and proof of e-payment for deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No.Copy of Electronic Challan cum Return (ECR) and bank remittance slip duly certified by bank and vendor/ e-payment duly certified by vendor for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month.

x. Copy of insurance policy and fitness Certificate of the deployed vehicle(s).

Any other documents required as per the laws of the land.

TIME SCHEDULE:-

02 (two) year from the date of FOA (Fax of Acceptance) which can be extended by another one year with mutual consent on the same rate, terms and conditions of the contract. at the sole discretion of Rajasthan State Gas Limited., Quoted rates shall remain valid for the tenure of the contract and for extended period if any.

NORMAL DUTY HOURS

Normal duty hours/working time shall be from 08:00 hrs. AM to 20:00 Hrs.(Timings are Subject to change as per the requirement of RSGL) for all seven days in Week including Sundays and Holidays for 12 hours vehicle. And 24X7 for all seven days in Week including Sundays and Holidays for 24 hours vehicle

SECTION-5

SCHEDULE OF RATES

SCHEDULE OF RATES

Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years

Tender Document for hiring of Vehicles for Rajasthan State Gas Limited at Kota/Jaipur for the Period of Two Years.

SOR Item No.	Item / Description	Unit of Measurement (UOM)	Quantity (No. of vehicle X No. of Months)	Unit Rate incl. of all taxes & duties but excl. GST (Rs.)	Amount inclusive of all taxes & duties but excluding GST (Rs.)
PART-A					
A-1.1	Providing/Deploying 1 No. of 'Diesel Driven AC INNOVA CRYSTA (SIX SEATER)/EQUIVALENT (Model/Manufacturing Year: Not older than three months (Ref. date-Date of publication of tender)) at Jaipur for fixed monthly KM run up to 1800 KM on 12 hours operation basis.	Up to 1800 KM running per month	1 x 24 = 24 MONTHS		
A-1.2	Amount towards ' extra KM run per year' for 'Diesel Driven AC INNOVA CRYSTA/EQUIVALENT if operated beyond monthly KM run of 2500 KM against SOR Item No. A-1.1 above = [1 No. X 24 Months x Av. 1200 extra KM run per month = 28800 running KM per year.	KM (to be quoted in Rs./Km	28800		
A-1.3	Amount towards Outstation night halt charges @ 5 nights per month (Total Nights= 5 nights/Month x 24 Month=120 Nights against SOR Item No. A-1.1	No. of Night halts	120		
A-1.4	Amount towards Extra Duty hours @ 50 Hrs per month (Total Hours= 50 Hours/Month x 24 Month=1200 Hours against SOR Item No. A-1.1	No. of Hours	1200		
A-2.1	Providing/Deploying 1 No. 'CNG Driven AC SWIFT DZIRE TOUR/ EQUIVALENT (5 SEATER) (Model/Manufacturing Year: Not older than three month (Ref. date-Date of publication of tender)) at Jaipur for fixed monthly KM run up to 1000 KM on 12 hours operation basis.	Up to 1000 KM running per month	1 x 24 = 24 MONTHS		

A-2.2	Amount towards ' extra KM run per year' for 'CNG Driven AC SWIFT DZIRE TOUR/EQUIVALENT if operated beyond monthly KM run of 1000 KM against SOR Item No. A-2.1 above = [1 No. X 24 Months x Av. 500 extra KM run per month = 12000 running KM per year.	KM (to be quoted in Rs./Km	12000		
A-2.2	Amount towards Outstation night halt charges @ 5 nights per month (Total Nights= 5 nights/Month x 24 Month=120 Nights against SOR Item No. A-2.1	Nights	120		
A-2.2	Amount towards Extra Duty hours @ 50 Hrs per month (Total Hours= 50 Hours/Month x 24 Month=1200 Hours against SOR Item No. A-2.1	No. of Hours	1200		
A3	SUB TOTAL AMOUNT IN FIGURES (EXCLUDING GST):				
A4	SUB TOTAL AMOUNT IN Words (EXCLUDING GST):				
PART-B					
B1	Providing/Deploying 1no. of 'CNG Driven AC SWIFT DZIRE TOUR (5 SEATER) EQUIVALENT (Model/Manufacturing Year: Not older than three month (Ref. Date of publication of tender)) at Kota for fixed monthly KM run up to 1500 KM on 24 hours operation basis.	Up to 1500KM running per month	1x24 =24		
B2	Amount towards ' extra KM run per year' for 'CNG Driven AC SWIFT DZIRE/ETIOS/EQUIVALENT if operated beyond monthly KM run of 1500 KM against SOR Item No. B1 above = [1 No. X 24 Months x Av. 1000 extra KM run per month = 24000 running KM per year.	KM (to be quoted in Rs./Km	24000		
B3	Providing/Deploying 1 Nos. of 'CNG Driven AC SWIFT DZIRE TOUR (5 SEATER) /EQUIVALENT (Model/Manufacturing Year: Not older than three month (Ref. Date of publication of tender)) at Kota for fixed monthly KM run up to 1500 KM on 12 hours operation basis.	Up to 1500KM running per month	1x24 =24		
B4	Amount towards ' extra KM run per year' for 'CNG Driven AC SWIFT DZIRE/TOUR/EQUIVALENT if operated beyond monthly KM run of 1500 KM against SOR Item No. B3 above = [1 No. X 24 Months x Av. 1000 extra KM run per month = 24000 running KM per year.	KM (to be quoted in Rs./Km	24000		

B5	Amount towards Outstation night halt charges @ 5 nights per month (Total Nights= 10 nights/Month x 24 Month=240 Nights against SOR Item No. B3 & B1	Nights	240		
B6	Amount towards Extra Duty hours @ 50 Hrs per month (Total Hours= 50 Hours/Month x 24 Month=1200 Hours against SOR Item No. B3	No. of Hours	1200		
B7	SUB TOTAL AMOUNT IN FIGURES (EXCLUDING GST):				
B8	SUB TOTAL AMOUNT IN Words (EXCLUDING GST):				
1	TOTAL AMOUNT IN FIGURES (EXCLUDING GST):				
2	Add GST @5 % (under RCM) on Sub Total Amount (i.e. on Sr. No. 1 above) :				
3	GROSS TOTAL AMOUNT INCLUDING GST (IN RS.): in figures				
4	GROSS TOTAL AMOUNT INCLUDING GST (IN RS.):In words				

NOTES:

1. Toll and parking Charges shall be paid extra at actuals on submissions of valid proof and Bill.
2. The Contractor/s shall utilize these vehicles **exclusively for RSGL** for the purpose of carrying out this Agreement even after duty hours/or "during off the service hours" during currency of Contract.
3. Vehicle specification: All vehicle should have AC, preferably white in colour, not older than 3 months as on Bid due date.
4. Required number of drivers: per skilled driver shift duty should not more than 12 hrs in a day. Vehicles deployed for "24 hours duty" should be manned by atleast 02 driver(s) on continuous basis
5. vehicle should have valid taxi permit & road tax during the contract period and proof of documents are to be submitted to EIC.
6. In case of extra kilometre run in respect of deployed vehicle(s) in part B, the calculation of extra kilometre run shall be calculated by clubbing fixed kilometre run of awarded in a quarter minus actual kilometre run in a quarter of vehicles (as the case may be) for payment
7. Bidders are required to quote the rates strictly as per the above SOR format and not to use any other format. Any quote received in format other than the tendered SOR, they shall be summarily rejected.
8. If any bidder offers suo-moto discount affter opening of un-priced bids, such reduction /discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount, then benefit of discount will be availed at

the time of award of work. No Conditional discount shall be considered.

9. Any error in quoting taxes & duties to bidders account. Statutory Variation in taxes & duties during contractual completion period shall be to RSGL Accounts
10. Rate quoted against SOR item no A-1.2,A-2.2,B2 and B4 shall be in Rupees per km.
11. The rate should be quoted both in figure and words against each item.
12. Bids in which, the rates are overwritten or correction are not countersigned are liable to be rejected.
13. Nos. of vehicles may be increases and decreases as per the requirement. The Contractor/s shall utilize these vehicles exclusively for the purpose of carrying out this Agreement with RSGL even after duty hours/off hours during currency of Contract.
14. The contractor shall raise Invoices usually, but not more than, once in a month
15. Bidders quoting rates without considering the statutory payments applicable payable to the service unit as specified in the SCC/bid document shall be out rightly rejected.

Name of authorized person submitting the tender on behalf of the Bidder (s):	
Designation of authorized person:	
Name of firm / Contractor:	
Address of firm / Contractor:	
Offer No & Date:	