

**Rajasthan State Gas Limited**  
(Formerly Known as RSPCL-GAIL GAS Ltd.)  
(A Joint Venture of RSPCL & GAIL Gas Limited)  
First Floor, Khaniz Bhawan, Tilak Marg, C-Scheme,  
Jaipur-302005.  
CIN-U11101RJ2013SGC043884.  
Tel: 0141-4082014, Fax: 0141-2227148



**RAJASTHAN STATE GAS LIMITED**

राजस्थान राज्य गैस लिमिटेड

**TENDER DOCUMENT**

**FOR**

**APPOINTMENT OF FINANCIAL CONSULTANT / INTERNAL  
AUDITOR**

(Limited domestic competitive bidding under Single Stage Two Bid system)

TENDER NO. : RSGL/JAIPUR/2018-19/FINCON/001

**SECTION-I**  
**INVITATION FOR BID (IFB)**

**SECTION-I**

**"INVITATION FOR BID (IFB)"**

Ref No: RSGL/JAIPUR/2018-19/FINCON/001

Date: 20.10.2018

To,

**Prospective Bidders**

**Sub: Appointment of Financial Consultant / Internal Auditor**

**Dear Sir/Madam,**

Rajasthan State Gas Limited invites Bids from bidders for the subject job, in complete accordance with the following details and enclosed Tender Documents:

|     |   |   |                              |
|-----|---|---|------------------------------|
| (A) | NAME OF WORK / BRIEF SCOPE OF WORK            | <b>Appointment of Financial Consultant / Internal Auditor</b> |                              |
| (B) | TENDER NO. & DATE                             | <b>RSGL/JAIPUR/2018-19/FINCON/001<br/>dated 20.10.2018</b>    |                              |
| (C) | TYPE OF BIDDING SYSTEM                        | SINGLE STAGE<br>TWO BID SYSTEM<br>UNDER MANUAL<br>TENDERING   | <input type="checkbox"/> YES |
| (D) | TYPE OF TENDER                                | MANUAL -TENDER  | <input type="checkbox"/> YES |
| (E) | BIDS FROM CONSORTIUM/<br>JOINT VENTURE        | <input type="checkbox"/> NOT APPLICABLE                       |                              |
| (F) | CONTRACT PERIOD                               | 01 (one) year w.e.f. 01.07.2018 to 30.06.2019                 |                              |
| (F) | TENDER FEE                                    | Not Applicable  |                              |
| (G) | BID SECURITY / EARNEST<br>MONEY DEPOSIT (EMD) | Not Applicable  |                              |

|            |   |   |            |    |
|------------|---|---|------------|----|
| (H)        | CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)  | <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td data-bbox="762 313 1066 407">APPLICABLE</td> <td data-bbox="1066 313 1391 407" style="border: 2px solid orange;">NO</td> </tr> </table>    | APPLICABLE | NO |
| APPLICABLE | NO  |   |            |    |
| (I)        | DATE, TIME & VENUE OF PRE-BID MEETING       | Not Applicable  |            |    |
| (J)        | DUE DATE & TIME OF BID-SUBMISSION           | 29.10.2018 on or before 14:00 hrs (IST)   |            |    |
| (K)        | DATE, TIME & VENUE OF UN-PRICED BID OPENING | 29.10.2018 at 15:00 hrs. (IST)  |            |    |
| (L)        | CONTACT DETAILS / BID SUBMISSION            | C. K. Mishra<br>DGM (CP and C&P)<br>Room No. 215, 2nd Floor<br>Rajasthan State Gas Limited<br>Khaniz Bhawan, Tilak Marg<br>C-Scheme, Jaipur<br>Rajasthan - 302005<br>Tel.: 0141-4916308<br>Email: ckmishra@gail.co.in |            |    |

- 1.0 In case of the days specified above happens to be a holiday in Rajasthan State Gas Limited, the next working day shall be implied without prejudice to the bid submission date unless communicated separately by means of notification/corrigendum/ amendment.
- 2.0 Bids must be filled strictly in accordance with Clause No. 11 depending upon Type of Tender (Clause D of IFB). The IFB is an integral and inseparable part of the bidding document.
- 3.0 Not Applicable
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

- 5.0 Bids sent through Fax/ E-mail/ Computer floppy/CD/Pen Drive etc. shall not be accepted.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from Rajasthan State Gas Limited website (<http://www.rsgl.rajasthan.gov.in/>) and submit their Bid completion all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Rajasthan State Gas Limited reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

**This is not an Order.**

For & on behalf of  
Rajasthan State Gas Limited

(C. K. Mishra)  
DGM (CP and C&P)  
Rajasthan State Gas Limited

**SECTION-II**

**BID EVALUATION CRITERIA (BEC)**

## **BID EVALUATION CRITERIA**

### **A. Technical Criteria:**

- i) The bidder should have executed / completed at least one job for Internal Audit or financial consultant with PSU/Central Govt./ State Govt. Organisation/any Private Organisation in the past 7 years reckoned from bid closing date.
- ii) The bidder should be in practice for minimum 3 years of providing Internal Audit or financial consultant services.
- iii) The bidder must have minimum 02No's of CA qualified Employees/ Partners in a Firm/organisation.
- iv) Experience acquired by a bidder as a sub-contractor shall not be considered.
- v) Bids of Joint Venture / Consortium will not be acceptable.
- vi) A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of 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 in the bidding documents to meet BEC.

### **B. Financial Criteria:**

Not Applicable for this tender

### **C. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):**

- (i) Technical Criteria of Bid Evaluation Criteria (BEC):

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly self-attested.

### **D. EVALUATION METHODOLOGY:**

#### **Technical Evaluation:**

- i) Rajasthan State Gas Limited shall evaluate each technical proposal taking in to account several criteria like consultants relevant experience for the assignment, qualification of the key staff etc.

#### **Financial Evaluation:**

- ii) The evaluation shall be done on Least Cost Selection (LCS) basis of Technically qualified bidders. The overall rate to be considered for evaluation shall be inclusive of all liabilities but excluding GST.

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

| Sl. No. | Clause Nos.    | Content of the clauses | Documents required for qualification   |
|---------|----------------|------------------------|--|
| 1       | A. (i) of BEC  | Technical Criteria     | Copies of Work Order along with proof of execution i.e. Completion / Execution Certificate issued by owner / end user in support of technical criteria. The completion / execution certificate must indicate work order number, date, scope of work, contract value, contract period and executed value. All documents are to be duly self attested.   |
| 2       | A. (ii) of BEC | Technical Criteria     | Certificate of incorporation/ Copy of Partnership deed/Registration of Firm copy etc. In addition the bidder to submit Certificate of Practice (Self-attested).  |
| 3       | A. (iv) of BEC | Technical Criteria     | Partnership deed carrying description of partners / in case of Employees, authorized representative of the firm may give the certificate about the employees on firm's/organization's letter head.<br><br>Resume, Bio Data of Partners associated with the Firm.<br><br>Signed Resume of persons who will be deputed for this assignment.<br><br>Self-certified copies of qualification certificates of CA/CMA/MBA etc. who will be deputed for this assignment. |

**Note:** All documents in support of BEC and Evaluation should be submitted along with the technical bid documents (Technical Bid envelope). In absence of requisite documents Rajasthan State Gas Limited reserves the right to reject the bid without making any reference to bidders.



**SECTION-III**

**INSTRUCTION TO BIDDERS (ITB)**

## INDEX

- [A] **GENERAL:**
  - 1. SCOPE OF BID
  - 2. ELIGIBLE BIDDERS
  - 3. BIDS FROM CONSORTIUM / JOINT VENTURE
  - 4. ONE BID PER BIDDER
  - 5. COST OF BIDDING & TENDER FEE
  - 6. SITE-VISIT
- [B] **BIDDING DOCUMENTS:**
  - 7. CONTENTS OF BIDDING DOCUMENTS
  - 8. CLARIFICATION OF BIDDING DOCUMENTS
  - 9. AMENDMENT OF BIDDING DOCUMENTS
- [C] **PREPARATION OF BIDS:**
  - 10. LANGUAGE OF BID
  - 11. DOCUMENTS COMPRISING THE BID
  - 12. SCHEDULE OF RATES / BID PRICES
  - 13. TAXES & DUTIES
  - 14. BID CURRENCIES
  - 15. BID VALIDITY
  - 16. EARNEST MONEY / BID SECURITY
  - 17. PRE-BID MEETING
  - 18. FORMAT AND SIGNING OF BID
  - 19. ZERO DEVIATION & REJECTION CRITERIA
  - 20. E-PAYMENT
- [D] **SUBMISSION OF BIDS:**
  - 21. SUBMISSION, SEALING AND MARKING OF BIDS
  - 22. DEADLINE FOR SUBMISSION OF BIDS
  - 23. LATE BIDS
  - 24. MODIFICATION AND WITHDRAWAL OF BIDS
- [E] **BID OPENING AND EVALUATION:**
  - 25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
  - 26. BID OPENING
  - 27. CONFIDENTIALITY
  - 28. CONTACTING THE EMPLOYER
  - 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
  - 30. CORRECTION OF ERRORS
  - 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
  - 32. EVALUATION AND COMPARISON OF BIDS
  - 33. COMPENSATION FOR EXTENDED STAY
  - 34. PURCHASE PREFERENCE
- [F] **AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL  
ENTERPRISE
41. INTEGRITY PACT
42. AHR ITEMS
43. VENDOR EVALUATION PROCEDURE
44. INCOME TAX & CORPORATE TAX
45. APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING  
OF VENDORS/ SUPPLIERS/ CONTRACTORS/BIDDERS/  
CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE  
PRACTICES
46. OPPORTUNITY OF EMPLOYMENT TO THE PEOPLE, BELONGING TO  
SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
47. UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY  
GOVT. OF INDIA, DURING THE CONTRACT PERIOD

## **INSTRUCTIONS TO BIDDERS [ITB]**

### **[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.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid' and 'Tender' and their derivatives [Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.] are synonymous and 'Day' means 'Calendar Day'. 'Singular' also means 'Plural'.

#### **2.0 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case of Corrupt and Fraudulent practices)
- 2.2 The Bidder is not put on 'Holiday' or 'Blacklisted' or 'banned' or 'negative list' etc. by any Government Department / Public Sector Enterprise as on the due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by bidders put on 'Holiday' or 'Blacklisted' or 'banned' or 'negative list' etc. by any Government Department / Public Sector Enterprise shall not be considered for opening/ evaluation/Award. It shall be the sole responsibility of the bidder to inform RAJASTHAN STATE GAS LIMITED in case the bidder is put on 'Holiday' or 'Blacklisted' or 'banned' or 'negative listed' etc. by any Government Department/ Public Sector Undertaking during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and action as per clause 39 of ITB may be initiated by RAJASTHAN STATE GAS LIMITED.
- 2.3 A 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 forms a part of or
  - (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.4 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.
- 2.5 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.
- 2.6 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.

- 2.7 In case a prequalification process has been conducted prior to the bidding process, the bidding shall be open only for the prequalified bidders.
- 2.8 Experience acquired by bidder as sub-contractor shall not be considered for qualification of Bidder Eligibility Criteria.

### **3.0 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"-(NOT ACCEPTABLE)**

- 3.1 Bids from consortium/ JV of two or more members are acceptable provided that they fulfil the qualification criteria and requirements stated in the bidding documents. Consortium/JV Agreements shall be submitted along with the bid. Participating Consortium/ JV shall submit the agreement as per the format of the Consortium Agreement attached in the bidding documents clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The total members of JV/consortium shall be limited to 03 (three) (one leader and two members). The bid security 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 works/services.
- 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 only.
- 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 put on holiday or blacklisting or negative list etc. by any Govt. Department/PSE as a on the due date of submission of bid. Bids from such a consortium shall be tantamount to 'Fraudulent Practices' and shall be dealt as per the provisions of "Clause No. 39 of ITB" (Action in case of Corrupt and Fraudulent practices).

### **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 or participates in 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 & TENDER FEE**

### 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 LIMIERED will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 5.2 **TENDER FEE- NOT APPLICABLE**

5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque payable to RAJASTHAN STATE GAS LIMITED. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

5.2.2 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of PPP-2012 (Clause 40 of ITB refers). The Government Departments/PSUs will also be exempted from the payment of tender fee.

5.2.3 In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders.

## 6.0 **SITE VISIT**

6.1 The Bidder is advised to visit and examine the site of works 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 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 the bid.

---

## **[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 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
  - Section-II : Bid Evaluation Criteria [BEC]
  - Section-III : Instructions to Bidders [ITB]
  - Section-IV : General Conditions of Contract [GCC]
  - Section-V : Special Conditions of Contract [SCC]& Scope of Work[SOW] & Technical Specification
  - Section-VI : Schedule of Rates
  - Section-VII : Forms and Formats
- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. Information for bidders (IFB)" 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.

### **CLARIFICATION OF BIDDING DOCUMENTS**

- 8.0 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 tender documents no later than
- 8.1 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. If deemed appropriate, RAJASTHAN STATE GAS LIMITED shall 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 web site [<http://www.rsgl.rajasthan.gov.in/>] / communicated to prospective bidders by e-mail/ fax and no separate communication will be sent to Bidders.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 above is liable to be considered as "no clarification / information required".

### **AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the 'Bid Due Date', 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 may be hosted on RAJASTHAN STATE GAS LIMITED web site [<http://www.rsgl.rajasthan.gov.in/>]

/communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

- 9.3 The Employer, at its discretion 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/drawings and documents relating to the bid exchanged by bidder and RAJASTHAN STATE GAS LIMITED shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as 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.

In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

### **11.0 DOCUMENTS COMPRISING THE BID**

- 11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

#### **11.1.1 ENVELOPE-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 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 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 for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) EMD/Bid Security in original as per Clause 16 of ITB – Not Applicable
- (q) All forms and Formats including Annexure.
- (r) Original Tender Fee – Not Applicable
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format appearing in Section VIII) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/BEC.
- (t) Tender Document duly signed by the Authorized Signatory.

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

#### 11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. RAJASTHAN STATE GAS LIMITED shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) 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.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at the net tender amount no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced 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 Work and the same will be conclusive and binding on the bidder.
- v) 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 by the price impact calculated on the basis of 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.

11.2 **(NOT APPLICABLE FOR THIS TENDER)** In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-I and the

ready reckoner for bidders available in <https://etendergailgas.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL GAS E-tendering website as follows:-

**11.2.1 PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID” (NOT APPLICABLE FOR THIS TENDER)** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond should be uploaded in the private area earmarked (Tender Document) in the C-folder of GAIL GAS e-tendering portal. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to Dy. Manager (C&P) GAIL Jubilee Tower, B-35/36, 14<sup>th</sup> Floor, Sector-1, NOIDA, Distt- Gautambudh Nagar (UP), Pin Code- 201301 India in a sealed envelope, superscribing the Tender details & number.

The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Appendix-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.

**11.2.2 PART-II: PRICE BID (NOT APPLICABLE FOR THIS TENDER)**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GAIL GAS shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) 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.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at the net tender amount no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) 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 Work and the same will be conclusive and binding on the bidder.
- v) 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 by the price impact calculated on the basis of 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.

- vi) The bidder has to quote for all SOR items for evaluation in case any SOR item is not quoted then bid will be summarily rejected.
- 11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at 11.1.1 & 11.1.2 form the BID. All corresponding conditions specified at 11.1 & 11.2 shall be 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.
- 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. 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 TAXES AND DUTIES**

- 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 / Services may note the above and quote their prices accordingly.

13.11 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 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15.0 BID VALIDITY**

15.1 Bids shall be kept valid for 'three [03] months' from the final 'Bid Due Date'. 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/BID SECURITY (NOT APPLICABLE FOR THIS TENDER)**

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of **RAJASTHAN STATE GAS LIMITED**, payable at **JAIPUR** or '**Banker's Cheque**' or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in Form -4/4A of the bidding documents. 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.
- 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. 100 Crores [Rupees One Hundred Crores 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 / 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 Security / Security Deposit' pursuant to clause 37 & 38 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) the information/documents forming basis of evaluation submitted by the bidder in his bid is found to be false/ forged, the same shall be considered adequate ground for rejection of bid and forfeiture of EMD/ Bid Security.
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (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:
  - (f) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
  - (g) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-39"
  - (h) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

- 16.8 Bid Security should be in favor 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 Work 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 in accordance with the provisions of PPP-2012 (Clause 40 of ITB refers). The Government Departments/PSUs will also be exempted from the payment of Bid Security.

#### **17.0 PRE-BID MEETING (NOT APPLICABLE FOR THIS TENDER)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at RAJASTHAN STATE GAS LIMITED. 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 e-tendering.
- 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 a Bidder.

#### **18.0 FORMAT AND SIGNING OF BID**

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] 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 unamended printed literature where entry(s) or amendment(s) have been made shall be initialed 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. Bidder may note 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, may be raised on the bidder(s). The response(s) to the same shall be in writing, 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 to 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 Work
- (d) Special Conditions of Contract [SCC]
- (e) General Conditions of Contract [GCC]
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Security / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Jurisdiction of Court
- (m) Force Majeures
- (n) Integrity Pact
- (o) Submission of prices in unpriced /technical bid
- (p) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of 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**

All payments against the contract shall be released by CFO, RAJASTHAN STATE GAS LIMITED, JAIPUR, India. The invoices must be addressed to:

**CHIEF FINANCIAL OFFICER**

**Room No. 209, 2nd Floor, Rajasthan State Gas Limited**

**Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan - 302005**

RAJASTHAN STATE GAS LIMITED has initiated payments to suppliers and contractors electronically. Further, the bidder should give the details of his bank account in any one of the above banks in bank mandate form (refer Form F-17) to facilitate payment through e-banking in case of award of work on him.

## **[D] – SUBMISSION OF BIDS**

### **21.0 SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at DGM (CP and C&P), Room No. 215, 2nd Floor, Rajasthan State Gas Limited, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan – 302005
- 21.4 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

### **22.0 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 In case of e-bidding, the bids must be received through e-tender mode not later than the date and time specified in the tender documents.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 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/ communicate to the bidders.

### **23.0 LATE BIDS**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of RAJASTHAN STATE GAS LIMITED shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by RAJASTHAN STATE GAS LIMITED after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond has been received but the bid is not submitted by the bidder, such bid bond shall be returned immediately.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

#### 24.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 Modification and withdrawal of bids shall be as follows:-

##### 24.1.1 **IN CASE OF E- TENDERING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per Tender.

##### 24.1.2 **IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per Tender provided that the written notice of the modification/ Substitution/ Withdrawal in received by RAJASTHAN STATE GAS LIMITED prior to the deadline for submission of bid.

24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 No bid shall be allowed to be withdrawn/ modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/Modification of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16.

24.4 The latest bid hence 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).

**25 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 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 Tender. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

**26.2 *Priced 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 is 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 and returned unopened after opening of the price bids of techno-commercially responsive bidders.

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

**27 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

## **28 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. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 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.

## **29 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 of material deviation, reservation or omission.

### **30 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:
- (a) where there is a discrepancy between the amounts in words and in figures the amount in words will govern, unless the amount express in words is related to an arithmetic error. Else the amount in figures, quoted in the bids, shall prevail subject to a to d below:-
  - (b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected.
  - (c) Where there are errors between the total of the amounts given under column for the price breakdown and the amount given under the Total price, the former shall prevail and the latter shall be corrected accordingly.
  - (d) If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected accordingly.
- 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 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

### **32 EVALUATION AND COMPARISON OF BIDS**

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

### **33 COMPENSATION FOR EXTENDED STAY (NOT APPLICABLE):-**

- 33.1 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 1/5<sup>th</sup> 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..
- 33.2 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 1/5<sup>th</sup> 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.

### **34 PURCHASE PREFERENCE**

Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue.

## **[F] – AWARD OF CONTRACT**

### **35 AWARD**

- 35.1 The employer will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.
- 35.2 *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 VARYING ANY TERM IN REGARD THEREOF LEADING TO RE-TENDERING, RAJASTHAN STATE GAS LIMITED SHALL FORFEIT EARNEST MONEY PAID BY THE BIDDER AND SUCH BIDDERS SHALL BE DEBARRED FROM PARTICIPATION IN RE-TENDERING OF THE SAME JOB(S) /ITEMS(S). FURTHER, SUCH BIDDER WILL BE PUT ON HOLIDAY FOR A PERIOD OF SIX MONTHS AFTER FOLLOWING THE DUE PROCEDURE IN LINE WITH CLAUSE GIVEN IN PERFORMANCE EVALUATION.*

### **36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

- 36.1 Prior to the expiry of 'Period of Bid Validity', RAJASTHAN STATE GAS LIMITED will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. 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-37". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", RAJASTHAN STATE GAS LIMITED will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

### **37 SIGNING OF AGREEMENT**

- 37.1 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.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the Performa 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 'Rajasthan state' 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.

**38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT (NOT APPLICABLE)**

38.1 Within 30 days of the receipt of the notification of award from RAJASTHAN STATE GAS LIMITED, the successful bidder shall furnish the contract performance security/Guarantee in accordance with General Conditions of the Contract. The Contract Performance Security/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.

38.2 Pursuant to Clause No. 24 of GCC, bidder will provide Performance Guarantee @The contract performance security shall be of an amount equal to 7.5% of one year's contract value within 30 days of award or 5% of Contract/Order value within 30 days of award and balance to be deducted against each RA bills till balance 2.5% is deducted. This deducted amount can be released/deduction can be stopped against submission of bank guarantee of equivalent amount towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

Bank Guarantee towards performance security/ security deposit 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 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 stated in GCC.

38.3 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 bid security.

**39 PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

**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.

A2 "Fraudulent Practice" means and include any act or omission committed by a 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 and shall be the “Director” concerned.
- 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.
- A.9 “Investigating Agency” shall mean any department or unit of RAJASTHAN STATE GAS LIMITED investigating into the conduct of Agency/ party and shall include the Vigilance Department of the 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**

### **B.1 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.

## **B.2 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 cum Performance Bank Guarantee (CPBG)(NA) 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 cum Performance Bank Guarantee (CPBG)(NA) 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**

Banning period shall be reckoned from the date of banning order and shall be 3 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 when

- (i) Corporate Vigilance Department, RAJASTHAN STATE GAS LIMITED based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department, RAJASTHAN STATE GAS LIMITED based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

### **D.2 Suspension Procedure:**

- D.2.1 The order of suspension would operate initially for a period not more than six months and shall be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority 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 shall be held with the agency.
- D.2.3 Period of suspension shall 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 shall also be communicated to the agency.

**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, services and consultancy 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 RAJASTHAN STATE GAS LIMITED or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

**F. Appeal against the Decision of the Competent Authority:**

- F.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 of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , 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.

#### **40 Public Procurement policy for Micro and Small Enterprises**

40.1 The following provisions for Micro and Small Enterprises are set forth:

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
- v) In case tendered item is non-split able or non- dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.
- vi) The MSEs owned by SC/ST entrepreneurs shall mean:-
  - a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
  - c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs and hence shall not be applicable for works contracts.
- viii) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :
  - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

- 40.2 If against an order placed by RAJASTHAN STATE GAS LIMITED, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.3 The Public Procurement Policy is meant for procurement of only Goods Produced and Services rendered by MSEs.

#### **41 INTEGRITY PACT (NOT APPLICABLE FOR THIS TENDER)**

The INTEGRITY PACT available in the tender document is an integral part of this tender document and all bidders have to execute the same on a plain paper. In case a bidder does not execute the Integrity Pact, his bid shall be liable for rejection.

#### **42 AHR ITEMS**

In items 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.

**43 VENDOR PERFORMANCE EVALUATION (NOT APPLICABLE FOR THIS TENDER)**

43.1 Shall be as stipulated Annexure II to ITB herewith.

**44 INCOME TAX & CORPORATE TAX**

44.1 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.

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

44.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

44.4 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. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant 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”.

Further, RAJASTHAN STATE GAS LIMITED Gas' PAN No. is AAGCR7499P.

**45 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 GAIL Gas's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices", the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by RAJASTHAN STATE GAS LIMITED, 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."

46. **OPPORTUNITY OF EMPLOYMENT TO THE PEOPLE, 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.

47.0 **UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF INDIA, DURING THE CONTRACT PERIOD**

Notwithstanding anything contrary contained in the contract, the contractor shall bear any upward revision in the rate of minimum wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the contract period.

===== X =====



**SECTION-IV**  
**GENERAL CONDITIONS**  
**OF CONTRACT**  
**[GCC]**

## ARTICLE 1.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**AGREEMENT** means the agreement concluded on non-judicial stamp paper between RAJASTHAN STATE GAS LIMITED and Consultant for Services as per this Bid document.

**RAJASTHAN STATE GAS LIMITED /OWNER** shall mean RAJASTHAN STATE GAS LIMITED

**RAJASTHAN STATE GAS LIMITED'S REPRESENTATIVE** means the person appointed or authorized from time to time by RAJASTHAN STATE GAS LIMITED for execution of the contract.

**CONSULTANT'S REPRESENTATIVE** means the person appointed from time to time by CONSULTANT for execution of the Contract.

**ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE** shall mean the person designated from time to time by the RAJASTHAN STATE GAS LIMITED and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

**SIGN OFF** means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by RAJASTHAN STATE GAS LIMITED.

**CONTRACT** shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

**SERVICES** mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

**HEADINGS** the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

**SINGULAR AND PLURAL WORDS** importing the singular only also include the plural and vice-versa where the context requires.

## ARTICLE 1.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

1.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to RAJASTHAN STATE GAS LIMITED, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

1.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of RAJASTHAN STATE GAS LIMITED.

#### ARTICLE 1.3: RAJASTHAN STATE GAS LIMITED'S REPRESENTATIVE

1.3.1 RAJASTHAN STATE GAS LIMITED shall nominate its Representative(s) who shall be entitled to act on behalf of RAJASTHAN STATE GAS LIMITED with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

#### ARTICLE 1.4: CONSULTANT'S REPRESENTATIVE

1.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between RAJASTHAN STATE GAS LIMITED and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify RAJASTHAN STATE GAS LIMITED in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with RAJASTHAN STATE GAS LIMITED's consent after getting approved his CV's from RAJASTHAN STATE GAS LIMITED.

RAJASTHAN STATE GAS LIMITED shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to RAJASTHAN STATE GAS LIMITED.

1.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

#### ARTICLE 3.5: PAYMENT TERMS

1.5.1 RAJASTHAN STATE GAS LIMITED shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.

1.5.2 Consultant will invoice RAJASTHAN STATE GAS LIMITED according to the terms and conditions provided in the tender.

1.5.3 Payment terms will be as follows:

1.5.3.1 For all consultancy jobs for preparation of reports, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

1.5.3.2 For Acquisition/Due diligence consultancy cases; the payment terms will be as follows:

| Stages  | Payment<br>(%age of lumpsum price) |
|---|------------------------------------|
| a) On submission and acceptance of draft report                                   | 40%                                |
| b) On submission and acceptance of Final report by<br>RAJASTHAN STATE GAS LIMITED | 20%                                |
| c) On formulation and submission of Bid   | 15%                                |
| d) On negotiations, deal finalization and deal<br>execution                       | 25%                                |

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

RAJASTHAN STATE GAS LIMITED reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

1.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows:

- On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices 95%
- After close out of Project on completion of job in all respects 5%

1.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

1.5.4 In case of disputes concerning invoice(s), RAJASTHAN STATE GAS LIMITED shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

¾ RAJASTHAN STATE GAS LIMITED shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.

¾ The disputed amount, if any, shall be paid after mutual settlement between RAJASTHAN STATE GAS LIMITED and Consultant.

¾ Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

#### ARTICLE 3.6: PERFORMANCE GUARANTEE

1.6.1 Consultant shall submit to RAJASTHAN STATE GAS LIMITED an unconditional, irrevocable and on first demand guarantee 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, 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 value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (Annexure-C). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

1.6.21 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

#### **ARTICLE 1.7: CONFIDENTIALITY**

**1.7.1 Consultant/ RAJASTHAN STATE GAS LIMITED shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents,**

*technical data, experience and know-how given to him by RAJASTHAN STATE GAS LIMITED /Consultant without the prior written consent of the latter.*

***1.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non- disclosure provided for hereof.***

#### ARTICLE 1.8: TAXES AND DUTIES

1.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

1.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, GST etc.) and duties, if any, within the contractual completion period shall be borne by RAJASTHAN STATE GAS LIMITED. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

1.8.3 Consultant will not claim from RAJASTHAN STATE GAS LIMITED any taxes paid by him.

1.8.4 RAJASTHAN STATE GAS LIMITED shall deduct Income tax at source at applicable rates.

#### ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

1.9.1 RAJASTHAN STATE GAS LIMITED and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

1.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

RAJASTHAN STATE GAS LIMITED shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and RAJASTHAN STATE GAS LIMITED shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the RAJASTHAN STATE GAS LIMITED on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the 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 proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Rajasthan (India).

1.9.3 Consultant 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.

#### ARTICLE 1.10: LEGAL CONSTRUCTION

1.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Jaipur.

#### ARTICLE 1.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

1.11.1 RAJASTHAN STATE GAS LIMITED may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.

1.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

1.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

1.11.4 By fifteen days prior notice, RAJASTHAN STATE GAS LIMITED may request Consultant to resume the performance of the services, without any additional cost to RAJASTHAN STATE GAS LIMITED.

1.11.5 In case of suspension of work by consultant on RAJASTHAN STATE GAS LIMITED's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

1.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

#### ARTICLE 1.12: PRICE REDUCTION SCHEDULE (PRS)

1.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to RAJASTHAN STATE GAS LIMITED's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

1.12.2 RAJASTHAN STATE GAS LIMITED may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and RAJASTHAN STATE GAS LIMITED agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which RAJASTHAN STATE GAS LIMITED would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of RAJASTHAN STATE GAS LIMITED in the matter of applicability of price reduction shall be final and binding.

#### ARTICLE 1.13: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of RAJASTHAN STATE GAS LIMITED which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

#### ARTICLE 1.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

1.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep RAJASTHAN STATE GAS LIMITED harmless and indemnify RAJASTHAN STATE GAS LIMITED from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

1.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to RAJASTHAN STATE GAS LIMITED will be property of RAJASTHAN STATE GAS LIMITED.

1.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by RAJASTHAN STATE GAS LIMITED for carrying out of any services with any third parties.

1.14.4 Consultant shall not without the prior written consent of RAJASTHAN STATE GAS LIMITED be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

#### ARTICLE 1.15: LIABILITIES



1.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

1.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

1.15.3 The amount of liability will be limited to 10% of the contract value.

#### ARTICLE 3.16: TERMINATION OF CONTRACT

##### 1.16.1 Termination for Default

RAJASTHAN STATE GAS LIMITED reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as RAJASTHAN STATE GAS LIMITED may authorise in writing) after receipt of the default notice from RAJASTHAN STATE GAS LIMITED.

##### 1.16.2 Termination for Insolvency

RAJASTHAN STATE GAS LIMITED may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RAJASTHAN STATE GAS LIMITED.

##### 1.16.3 Termination for convenience

RAJASTHAN STATE GAS LIMITED may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by RAJASTHAN STATE GAS LIMITED till the date upon which such termination becomes effective.

#### ARTICLE 1.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

#### ARTICLE 1.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non-judicial stamp paper of appropriate value of as per proforma (**Annexure – B**) within 10 days from the date of receipt of LOI/LOA, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between

the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

#### ARTICLE 1.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise RAJASTHAN STATE GAS LIMITED by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, RAJASTHAN STATE GAS LIMITED reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither RAJASTHAN STATE GAS LIMITED nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the RAJASTHAN STATE GAS LIMITED shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

#### ARTICLE – 1.20: Rectification Period

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without RAJASTHAN STATE GAS LIMITED'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by RAJASTHAN STATE GAS LIMITED) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

#### ARTICLE – 1.21: Sub Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by RAJASTHAN STATE GAS LIMITED. Upon the request of RAJASTHAN STATE GAS LIMITED, the consultant shall submit for RAJASTHAN STATE GAS LIMITED's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

#### ARTICLE – 1.22: Notices

1.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

#### ARTICLE – 1.23: Acquisition of Data

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. RAJASTHAN STATE GAS LIMITED, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

**ANNEXURE – A: PROFORMA OF INDEMNITY BOND FOR SUPPLY OF  
MATERIALS BY EMPLOYER**

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

WHEREAS RAJASTHAN STATE GAS LIMITED (hereinafter referred to as RSGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at C-89-90, Janpath, Lalkothi Scheme, Jaipur-302004, Rajasthan has entered into a CONTRACT with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the CONTRACT No.....Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

i) RSGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by RSGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by RSGL to the CONTRACTOR, RSGL has required the CONTRACTOR to furnish to RSGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified RSGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item

thereof was supplied to the CONTRACTOR up to and until the date of return to RSGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to RSGL forthwith on demand in writing without protest or demur the value as specified by RSGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with RSGL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs / or expenses up to) and aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

AND THE CONTRACTOR hereby agrees with RSGL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of RSGL arising hereunder upto and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to RSGL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of RSGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of RSGL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by RSGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by RSGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to RSGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

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

(SIGNED BY AUTHORISED PERSON OF CONTRACTOR)

Place:

Dated:

Official seal of the CONTRACTOR

## ANNEXURE – B

### PROFORMA FOR CONTRACT AGREEMENT

LOA No. \_\_\_\_\_ dated -----

AGREEMENT for “\_\_\_\_\_” (hereinafter called the "Job") made on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between M/s \_\_\_\_\_, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the RAJASTHAN STATE GAS LIMITED hereinafter called “RSGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

#### WHEREAS

RSGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

A. The CONSULTANT has examined the Job specified in Bid Document of RSGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference’s to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.

B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

#### AND WHEREAS

RSGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by RSGL upon the terms and subject to the conditions of Agreement.

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

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

2. In consideration of the due provision execution and completion of the said Job, GAIL does hereby agree with the Agreement that RSGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by RSGL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

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.

Signed and Delivered for and  
on behalf of the CONTRACTORS.

RAJASTHAN STATE GAS LIMITED

(NAME OF THE CONTRACTOR)

\_\_\_\_\_  
Date:

Place:

\_\_\_\_\_  
Date:

Place:

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Note: Successful bidder to execute the agreement with RSGL in the proforma provided on Non-Judicial stamp paper of Rs. 500/-.



## ANNEXURE TO CLAUSE NO. 107 - Arbitration

**Clause no. 107 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 GAIL 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.”

**SECTION-V**

**SPECIAL CONDITIONS  
OF CONTRACT/ SCOPE OF WORK  
[SCC& SOW]**

## **BRIEF ABOUT THE COMPANY:**

1. RSGL is JV Company of GAIL GAS LTD. and RSPCL which was incorporated in 20.09.2013. RSGL is implementing City Gas Distribution Projects in KOTA, Rajasthan Project Implementation and Commercial Operations are going on simultaneously in these cities. Further, RSGL is also operating CNG Stations at Kukas and Neemrana. In addition, the company is also selling PNG to Bulk Industrial Customers (CST basis).

2. City Gas Distribution is a retail business wherein the company is carrying out the manufacturing and selling Compressed Natural Gas (CNG) as fuel for vehicles at CNG Stations. Further, Piped Natural Gas (PNG), which is having a large customer base, is being sold to Domestic/Commercial/Industrial customers.

## **SCOPE OF WORK: Internal Auditor cum Financial Consultant**

### **General Areas of Work:**

- a.) Conduct Internal Audit of RSGL, and ensure that whether proper Accounting Standards are followed with adherence of Policies of RSGL or not and same should be complied with IND-AS
- b.) Periodicity of Audit shall be Monthly;
- c.) Report shall be submitted by 20th of the succeeding month;
- d.) Audit would commence after completion of accounting entries;
- e.) The audit will be comprehensive encompassing matters like accounting, payments, receipts, compliance with accounting standards, tax compliance and Companies Act, 2013etc.
- f.) Finance Department to provide all the necessary documents in hard copy for review by the consultant and necessary packages is to be carried out by RSGL
- g.) Physical stock verification twice a year.
- h.) Tax Compliance such as Income Tax, GST, Excise duty ,Service Tax, VAT etc which includes following but not limited to: (All the monthly, Quarterly and Annual Returns )
- i.) Fixed Assets Register to be verified and audited twice in a year.
- j.) RSGL has corporate office at Jaipur , currently we have working locations at KOTA, Neemrana and Kukas, scope of work will not be limited to above locations, any work location added during the tenure of work assigned will be part of scope of work and audit

#### **A. Income tax**

1. Timely Filling of Annual Income Tax Return;
2. Timely Filling of TDS Return and verifying that correct tax has been deposited while filling the TDS Return, rectification of TDS Returns
3. Support in Preparation of Form 16 and 16A
4. Consultancy on Income Tax Issues except litigation.
5. Generation of forms like 24 Q and 26Qetc.
6. Support in Tax Audit

#### **B. GST**

1. Timely filling of different GST Forms, Returns, TDS on GST, Advising on GST related issues
2. Help RSGL team for proper implementation of GST once RSGL product will come under the ambit of GST.
3. Verifying that correct GST has been deducted and deposited while filling the Return;

#### **C. VAT/WCT Tax**

1. Timely filling of VAT Returns and verifying that correct tax has been deposited while filling the return,
2. Consultancy on Tax Issues except Litigation;
3. Verifying that correct tax has been deposited while filling the Return;

#### **D. Excise Duty Tax**

1. Timely filling of Tax Returns and verifying that correct tax has been deposited while filling the return;
2. Consultancy on Tax Issues except Litigation;
3. Verifying that correct tax has been deposited while filling the Return;
4. Preparation of Excise Register and generation of RG Registers and other forms required under Excise.

#### **E. Management Consultancy**

- a. Financial Consultancy including identifying best areas for parking company's funds in terms of term deposit to earn maximum interest and best transaction facilitation from financial institutions.
- b. Helping the Finance Department in designing Financial Reports in accordance with requirement of the management.
- c. All other allied financial matters of RSGL relating to Tax Laws and Accounting

d. Projected cash flow & fund flow of the company including comparison with budgeted expenditure of the company.

**F. Other Functional Areas:**

- 1.) Preparation of Bank, Customer, Vendor Reconciliations.
- 2.) Preparation of GAS reconciliation and identifying areas of GAS loss.
- 3.) Helping RSGL Finance team at the team of Audit (Statutory, CAG or any other audit) and preparation of replies of audit paras.
- 4.) Support to RSGL Finance team with preparation of financial presentations etc.
- 5.) Support in suggesting financial system and applicability of any provision related with Companies Act etc.
- 6.) Support RSGL with any other allied financial matter related with Tax, Laws, Audit Applicability, etc
- 7.) Support in suggesting and implementation of an Accounting System which commensurate with the plans and requirements of the company.
- 8.) Preparation of Annual financial Statements i.e. Balance Sheet, P&L A/C, cash flows, deferred tax calculation etc in accordance with Companies Act 2013 with supporting annexure.

**Other Conditions:**

1. Consultant is required to be present minimum 13 to 15 working days in a month at RSGL office for providing the financial support to the RSGL.
2. The fees is lump sum and no additional charges will be payable except taxes etc.
3. The fees will also include any additional scope arises due to change in budget provision, any additional business work interested to the RSGL in this financial year and techno commercial analysis due to change in case of product prices.
4. The financial services being considered will include all type of financial services including support to statutory audit and carry out internal audit and any type of services required by RSGL on day to day financial matter.
5. One article clerk to be provides on all working days for day to day work.

**The firm shall submit the following at the start of the assignment:**

- a. Due Date of TDS Return under Income Tax Act;
- b. Tax Return and Reverse Charge rates under Service Tax/GST;
- c. Due Date for Deposition of Tax under Income Tax and Service Tax
- d. Due Date for submission of TDS, Income Tax Return and Service Tax Return.
- e. Due Date for excise deposition and its return.
- f. Any other tax applicable from time to time its due date for deposition and tax and its return.

h. Arranging necessary action for compliances in the amendments made in the above mentioned tax laws.

**Special Contract Conditions:**

The following have been incorporated as Special Contract conditions:-

i. The scope as defined as above is to be covered entirely in each financial year. The above periodicity may be amended / changed as per requirement and / or audit plan as approved by Audit Committee. Further, a Presentation on the Internal Audit Report may also be given to Management of RSGL, including Audit Committee and Board of Directors of the company.

ii. The bidder shall be required to critically review the functions of various departments, control systems, administrative Practices, adherence to company policies & procedures for carrying out the work as per Scope of Work. In case, any follow up action is required for completing the work and / or action taken note is required for any audit observations, it should be taken from the concerned department.

iii. Internal Audit of any Quarter for any Unit/Deptt/Area should start with opening meeting with concern Head of Unit/Deptt/Area-in-charge. Further, at the close of the Audit, a separate meeting shall also be conducted with concern Head of Unit/Deptt/Area-in-charge to discuss the important / significant audit observation for immediate corrective / preventive action, if any. The Closing meeting shall be attended by Senior Chartered Accountant along with audit team.

iv. It would be imperative to classify audit observation/suggestion in order of importance e.g. Critical , High & Moderate.

v. Internal Audit Reports shall contain the detailed observations, opinions and recommendations and further Comments on Compliance status. The Report should also include the status of last reported observations for the subject along with their Compliance Status.

vi. Internal Audit Reports duly signed by at least one partner of the firm (necessarily a chartered accountant with valid registration no. with ICAI) shall be submitted to Finance Department along with softcopy by e-mail.

vii. In case delay in submission of report by the bidder, a penalty shall be applicable @ 0.5% per week of delay, upto maximum 5% of total awarded value.

**Payment Terms:**

Payment shall be made on monthly basis after submission of invoices and submission of audit report.

**Period of Contract**

The duration contract shall be 1 (one) year w.e.f 01.07.2018 to 30.06.2019, which may be extended for a further period of 1 year, if mutually agreed, on the same terms and conditions.

**SECTION-VI**  
**SCHEDULE OF RATES (SOR)**



**Rajasthan State Gas Limited**  
 (Formerly Known as RSPCL-GAIL GAS Ltd.)  
 (A Joint Venture of RSPCL & GAIL Gas Limited)  
 First Floor, KhanizBhawan, TilakMarg, C-Scheme,  
 Jaipur-302005.

**Schedule of Rates (SOR)**

**DESCRIPTION OF WORK / SERVICE:** Appointment of Financial Consultant / Internal Auditor

**NAME OF BIDDER:** \_\_\_\_\_

| Sl. No.                                       | Item Description                        | SAC | UOM    | Qty | Unit Rate (Rs.) | Total (Rs.) |
|---|---|-----|--------|-----|-----------------|-------------|
| 1   | Internal Audit and Consultancy Services |     | Months | 12  |                 |             |
| (A)___ Total (Rs.)                            |   |     |        |     |                 |             |
| (B)___Applicable GST/IGST/SGST@ _____% on (A) |   |     |        |     |                 |             |
| (C)___ Grand Total [(A) + (B)]                |   |     |        |     |                 |             |

**Note:** Above rates are exclusive of Goods and Service Taxes (GST) but inclusive of all other taxes & duties etc.

Signature of Authorized Signatory of Bidder

Place: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

**SECTION-VII**  
**FORMS & FORMATS**

**F-1**  
**BIDDER'S GENERAL INFORMATION**

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

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

|    |  |   |
|----|--|---|
| 13 | Banker's Name  |   |
| 14 | Branch   |   |
| 15 | Bank account number  |   |
| 16 | PAN No.  | [Enclose copy of PAN Card]  |
| 17 | GST No.  | [Enclose copy of GST Certificate]   |
| 18 | EPF Registration No.   | [Enclose copy of EPF Registration Certificate]  |
| 19 | ESI code No.   | [Enclose copy of relevant document]   |
| 22 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No<br><i>(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.)</i> |
| 23 | Whether Micro/Small/Medium Enterprise  | (Bidder to submit documents as specified it ITB)  |
| 24 | Type of Entity   | Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).  |
| 25 | Offer No. and date   |   |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-2**  
**BID FORM**

To,

M/s RAJASTHAN STATE GAS LIMITED

---

---

SUB:

TENDER NO:

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 of "three [03] months" 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 "10% of the Contract Price" or as mentioned in Tender Document for the due performance within "fifteen [15] 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 fulfilment 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_ (Name of the Bidder)

[Signature of Witness]

Name of Witness:

Address:

**F-3**  
**LIST OF ENCLOSURES**

To,

M/s RAJASTHAN STATE GAS LIMITED

---

SUB:

TENDER NO:

**Dear Sir,**

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

1. 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.
2. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section-II
3. Bid Security/EMD (if applicable)\*
4. Tender Fees (If applicable)
- 5.
- 6.
- 7.

\*(i)In case of manual tendering EMD & Tender Fee (if applicable) along with bid must be submitted within the due date & time.

(ii)In case of e-bidding the bidder has the option to submit these documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

(iii)In case the bids are invited under E-tendering, bidder needs to upload the documents in earmarked folder. However hard copy of documents at serial no. 6,7&8 need only be submitted in accordance with (ii) above.

(SEAL AND SIGNATURE OF BIDDER)

**FORMAT F-4**

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No. ....

Date.....

To,

M/s RAJASTHAN STATE GAS LIMITED

\_\_\_\_\_

SUB:

TENDER NO:

**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, 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. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. 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. 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 NO:

**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 Security 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 NO:

**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).

Yours faithfully,

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:

TENDER NO:

**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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**DECLARATION**

To,

M/s RAJASTHAN STATE GAS LIMITED

---

SUB:

TENDER NO:

**Dear Sir,**

1.0 We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

2.0 We confirm that “the document submitted by M/s. .... (Name and address of the bidder) against tender no. ....dtd. .... are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. ....(Name and address of the 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”.

3.0 We also confirm that we have not been put on ‘Holiday’ by GAIL/GAIL GAS/ RAJASTHAN STATE GAS LIMITED /Project Management Consultant or Blacklisted/Banned by any government department /public sector or on the suspension list of RAJASTHAN STATE GAS LIMITED 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 GAIL/GAIL GAS/ RAJASTHAN STATE GAS LIMITED or the Ministry of Petroleum and Natural Gas.

4.0 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:

TENDER NO:

**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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**F-9**  
**PERFORMANCE SECURITY**  
**(CONTRACT PERFORMANCE BANK GUARANTEE)**  
**- UNCONDITIONAL**  
**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:  
Date:

To,

M/s Rajasthan State Gas Limited

\_\_\_\_\_  
\_\_\_\_\_

**Dear Sir(s),**

In consideration of the RAJASTHAN STATE GAS LIMITED, JAIPUR, RAJASTHAN (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ having principal office at \_\_\_\_\_ (hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of ----- by issue of OWNER Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been accepted by the Consultant resulting into CONTRACT for ----- as per above referred Order having a total value of \_\_\_\_\_ for the work of ----- and the CONSULTANT having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) \_\_\_\_\_ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the Consultant to the extent of 5%(Five percent) of the Contract Prices as aforesaid at any time up to \_\_\_\_\_ without a reference to the CONSULTANT. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONSULTANT discharges this guarantee. OWNER and CONSULTANT or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONSULTANT of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against CONSULTANT, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONSULTANT or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that OWNER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the CONSULTANT on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Consultant 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 Consultant to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Dated The \_\_\_\_\_ day of \_\_\_\_\_ 20

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

BANK RUBBER STAMP

(NAME)

(OFFICIAL SEAL)

Designation with bank stamp Plus  
Attorney as per Power Of  
Attorney/Resolution Board of Directors  
Date:

---

**INSTRUCTIONS FOR FURNISHING**  
**"CONTRACT PERFORMANCE SECURITY / 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 from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
- 4.** 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 alongwith documentary evidence.

**F-10**  
**AGREED TERMS & CONDITIONS (ATC)**

To,

M/s RAJASTHAN STATE GAS LIMITED

\_\_\_\_\_

\_\_\_\_\_

SUB:

TENDER NO:

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.  | Please confirm the currency of quoted prices is in Indian Rupees.  |   |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.   |   |
| 4.1 | Rate of applicable <b>GST (CGST &amp; SGST/ UTGST or IGST )</b>  | CGST: ..... %<br>Plus SGST/UTGST..... %<br>Total: .....%<br>or<br>IGST:..... %  |
| 4.2 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>                | Yes/ No<br><br>In case of Yes, please specify <b>GST (CGST &amp; SGST/UTGST or IGST)</b> payable by:<br>RAJASTHAN STATE GAS LIMITED:.....%<br>Bidder:.....% |
| 4.3 | Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)  |   |
| 4.4 | 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 |   |

| Sl. | DESCRIPTION  | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 5.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.  |                       |
| 6.  | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.  | NOT APPLICABLE        |
| 7.  | Confirm that Contract Performance Bank 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. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                       |
| 8.  | Confirm compliance to Completion Schedule as specified in Bid document.<br>Confirm contract period shall be reckoned from the date of Fax of Acceptance.   |                       |
| 9.  | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.<br><br>In case of delay, the bills shall be submitted after deducting the price reduction due to delay.<br>Confirm.   |                       |
| 10. | a) Confirm acceptance of complete Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.   |                       |
| 11. | Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.  |                       |
| 12. | Deleted  |                       |
| 13. | Please furnish EMD/Bid Security details :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity  | NOT APPLICABLE        |

| Sl. | DESCRIPTION  | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 14. | Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.   | NOT APPLICABLE        |
| 15. | 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.  |                       |
| 16. | 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.   |                       |
| 17. | Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.<br><i>* 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.</i> |                       |
| 18  | All correspondence must be in ENGLISH language only.   |                       |
| 19  | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.  |                       |
| 20  | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.  |                       |

Bidder: M/s \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Seal : \_\_\_\_\_

(Signature of Authorized Signatory)

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

**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:

TENDER NO:

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:

TENDER NO:

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”.

(SIGNATURE OF BIDDER)

**F-13**

**BIDDER'S EXPERIENCE**

To,

M/s RAJASTHAN STATE GAS LIMITED

---

SUB:

TENDER NO:

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

(SIGNATURE OF BIDDER)

**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 |
|--------|---|-----------|
| 1.0    | Digitally Signing (in case of e-bidding)/ Stamping (in case of manual bidding) on each sheet of 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 they are not under any liquidation court receivership or similar proceedings and they have not been banned or delisted by any Government or quasi Government agencies of PSU's |           |
| 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 techno-commercial bid as per bid requirement.   |           |
| 3.0    | Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)   |           |
| 4.0    | 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 and stamped on each page separately                        |           |

|     |  |  |
|-----|--|--|
| 5.0 | Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid has been initialled and stamped by the authorized person. |  |
| 6.0 | Confirm that any correction in the “Price Part” part has been signed in full and stamped by authorized signatory.  |  |
| 7.0 | Confirmation that no deviations are taken against commercial and Technical specifications of the bid document.   |  |
| 8.0 | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment.                        |  |

**Real Time Gross Settlement (RTGS)/ National Electronic fund transfer (NEFT)  
Mandate Form**

**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:

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-16**  
**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR**  
**FINANCIAL CAPABILITY OF THE BIDDER**

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

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

| Description  | Year _____        |
|--|-------------------|
|  | Amount (Currency) |
| 1. Current Assets  |                   |
| 2. Current Liabilities   |                   |
| 3. Working Capital (Current Assets-Current liabilities)          |                   |
| 4. Net Worth (Paid up share capital and Free Reserves & Surplus) |                   |

Name of Audit Firm:  
Chartered Accountant  
Date:

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

Membership no.

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. 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.
3. For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”

**INTEGRITY PACT**

**(NOT APPLICABLE FOR THIS TENDER)**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,  
M/s RAJASTHAN STATE GAS LIMITED

---

SUB:  
TENDER NO:

| SL. NO. | REFERENCE OF BIDDING DOCUMENT |          |            |         | BIDDER'S QUERY | RSGL'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.**

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



**CUT-OUT SLIP**

**EMD (Earnest Money Deposit & Power of Attorney)**

**DO NOT OPEN-THIS IS A QUOTATION**

**NAME OF WORK :**

**TENDER NO. :**

**DUE DATE & TIME :**

**FROM**

**TO**

**Name:**

**Address:**

(To be pasted on the envelope containing EMD & Power of Attorney & Integrity Pact)