



RAJASTHAN STATE GAS LIMITED

राजस्थान राज्य गैस लिमिटेड



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RAJASTHAN STATE GAS LIMITED

(A Joint Venture Company of RSPCL and GAIL Gas Limited

Jaipur, Rajasthan (India)

CITY GAS DISTRIBUTION PROJECT IN KOTA GA

TENDER DOCUMENT FOR PROCUREMENT OF DOMESTIC GAS METERS ON ARC BASIS FOR A PERIOD OF TWO YEARS

TENDER NO : RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

DATED-03-01-2025

(OPEN DOMESTIC COMPETITIVE BIDDING)

DUE DATE & TIME FOR

BID SUBMISSION

: 28-01-2025 1400 HRS (IST)

DUE DATE & TIME FOR UN-PRICED

BID OPENING

: 28-01-2025 1500 HRS. IST



CONTENT

Section: I INVITATION FOR BID (IFB)

Section: II BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

Section: III

- INSTRUCTION TO BIDDERS
- FORMS & FORMATS

- ANNEXURES

Section: IV GENERAL CONDITIONS OF CONTRACTS – GOODS (GCC- GOODS)

Section: V SPECIAL CONDITION OF CONTRACTS (SCC) & ANNEXURE TO SCC

Section: VI SPECIFICATIONS, SCOPE OF WORK AND DRAWINGS & QAP

Section: VII SCHEDULE OF RATES



SECTION-I

INVITATION FOR BID (IFB)

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

RSGL/KOTA//PROJ/C&P/2024-25/NIT-12 Date:03-01-2025

To,
Prospective Bidders

SUB: TENDER DOCUMENT FOR PROCUREMENT OF DOMESTIC GAS METERS ON ARC BASIS FOR A PERIOD OF TWO YEARS

Dear Sir/Madam,

RAJASTHAN STATE GAS LIMITED (RSGL), is state incorporated a Joint Venture company of RSPCL & GAIL Gas Limited for CITY GAS DISTRIBUTION PROJECT is supplying Piped Natural Gas (PNG) to Domestic consumers in KOTA G.A. RSGL is expanding its network for setting up of Mother / Online CNG Stations and Daughter Booster Stations (DBS) and providing PNGconnectivity to 100000 nos. Domestic Households in KOTA G.A., Rajasthan.

Presently, Rajasthan State Gas Limited (RSGL) is developing CNG & City Gas Distribution Networks (CGDN) at Kota in the state of Rajasthan to supply Natural Gas to Domestic, Commercial, Industrial and Automobile consumers.

The brief details of the tender are as under:

(A)	NAME OF WORK /BRIEF SCOPE OF WORK/JOB	Tender Document for Procurement of Domestic Gas Meter on ARC Basis for Two Years	
(B)	TENDER NO. & DATE	RSGL/KOTA//PROJ/C&P/2024-25/NIT-12 Date: 03-01-2025	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	No
		TWO BID SYSTEM	Yes



(D)	TYPE OF TENDER	E-TENDER	
		MANUAL	YES
Open Domestic Competitive Bidding			
(E)	<p><u>DELIVERY PERIOD:</u></p> <p><u>Delivery shall be made within 2 year time from date the date of LOA in four to six lots upon receiving instruction/intimation by EIC. for each lot. The delivery period shall be 12 weeks form instruction/intimation by EIC and not completing the delivery with 12 weeks date of instruction/intimation by EIC will be subjected to Price Reduction Schedule (PRS). Prices to be valid till 6 months beyond the last Delivery.</u></p> <p><u>RSGL can not assure any firm commitment for procurement of entire quantities in the tender / Annual Rate Contract. After issue of Purchase Order for Annual Rate Contract, instruction/intimation by EIC shall be taken/provided for each & every Lot.</u></p>		
(F)	BID SECURITY / EARNESTMONEY DEPOSIT (EMD)	Rs. 5.85 Lacs	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 03-01-2025 IST) on following websites: (i) RSGL's Tender Website – http://rsgl.rajasthan.gov.in (ii) State Public Procurement Portal of Rajasthan Govt.	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date & Time: At 15:00 hrs. (IST) on 15-01-2025 Venue: Rajasthan State Gas Ltd. 3 rd Floor, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur - 302005	
(I)	DUE DATE & TIME OF BID-SUBMISSION	Up to 1400 hrs. (IST) on 28-01-2025	
(J)	DATE AND TIME OF UN-PRICED BID OPENING	At 1500 hrs. (IST) on 28-01-2025 Venue: Rajasthan State Gas Ltd., Room no. 301, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur - 302005	



(K)	CONTACT DETAILS	DGM (C&P) Rajasthan State Gas Ltd., 3 rd floor ,Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur – 302005 viveks.rsgl@rajasthan.gov.in Contact no.-0141-2994081
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In case of the days specified above happens to be a holiday in RSGL, the next working day shall be implied.

- 3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time shall be considered as late bid and will not be evaluated.
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its Amendment(s) & Clarification(s), if any from websites [refer Clause No. 2.0 (G) above] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 12.0 RSGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

For & on behalf of Rajasthan State Gas Ltd.



DGM (C&P)

Rajasthan State Gas Ltd.,
Room no. 215,
Khaniz Bhawan, Tilak Marg,
C- Scheme, Jaipur – 302005



CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :TENDER No. RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Item Description :SUPPLY OF DOMESTIC GAS METERS

Due Date & Time :Up to 1400 Hrs. (IST) on 28-01-2025

From:

To:

DGM C&P

Rajasthan State Gas Ltd.Room
No. 301
Khaniz Bhawan, Tilak MargC-
Scheme Jaipur-302005

To be pasted on the envelope containing Bid



SECTION – II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



1. BID EVALUATION CRITERIA (BEC)

1.1 Technical Criteria

- 1.1.1 The bidder must be a manufacturer and have supplied **at least 3750 numbers** of Natural Gas Meters of type G 1.6 (flow capacity 2.5m³/hour) or higher (up to G 4.0 -flow capacity 6 m³/hour), in a single order in previous 7 years reckoned from bid due date. In case bidder is not Gas Meter manufacturer, then Bidder must furnish a written agreement from manufacturer to own complete responsibility of design, QA/QC, after sales technical support, unconditional guarantee/warranty, post warranty services and after sales support to the purchaser and to the bidder. The authority certificate shall be valid up to the completion of contract in accordance with the bid document.
- 1.1.2 One manufacturer can quote through one supplier and a supplier shall offer product of only one manufacturer for particular type of Meter. The bid shall be liable for rejection in case of change of the proposed manufacturer after submission of offer.
- 1.1.3 **Valid Certification of W&M India for the Gas Meters** offered by the bidder for supply under this tender must have the Valid Model approval, valid License for manufacturing, valid License for Dealer and Repair from Legal Metrology Department (W&M) India.
- 1.1.4 In case, bidder is executing a contract of above nature which is still running and the executed quantity till one day prior to the due date of submission of bid is equal to or more than the minimum required quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate to this effect issued by the end user / owner / authorized consultant.
- 1.1.5 All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.

Note:

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.

- 1.1.6 The Bidder should not be blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited as on Bid due date
- 1.1.7 Any Price or Purchase preference: Nil

1.2 FINANCIAL CRITERIA:

1.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the 3 (three) immediately preceding financial years shall be not less than **Rs.31 Lakhs**.



1.2.2 Net worth

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

1.2.3 Working Capital

The minimum working capital of the bidder as per the immediate preceding year's audited financial results shall be not less than Rs.6.10 Lakhs

Not Applicable

1.3 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

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

Sl. No.	BEC Clause No.	Documents required for qualification
Documents required – 1.1 Technical Criteria		
1.1.1	Proof of Manufacturer/Supplier	Copy of Factory registration certificate / Excise registration certificate / NSIC certificate / ISO certificate or any other document evidencing the bidder as manufacturer of Natural Gas Meters/Supplier
1.1.2	1.1.2	<p>a) Copies of Purchase Order (P.O.) / Work Order (WO)</p> <p>b) Corresponding Inspection Release Note/ Dispatch Clearance Certificate/ Order completion certificate etc. of relevant previous supplies (having cross reference to PO).</p> <p>c) Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification. All the documents submitted by bidder shall be certified as mandated by notes specified below.</p> <p>d) In case bidder is not Gas Meter manufacturer, then Bidder must furnish a written agreement from manufacturer to own complete responsibility of design, QA/QC, after sales technical support, unconditional Guarantee/ warranty, post warranty services and after sales support to the purchaser along with bidder. authority certificate shall be valid up to the completion of contract in accordance with the bid document. (if the quantity and Meter Type are not indicated in the Purchase Order/End user certificate; then bidder must furnish the scope of work / approved BOM / any other relevant documents, signed & stamped by End user / Authorized consultant, that justify the BEC requirements) (*):</p> <p>Note: End user shall be a City Gas Distribution Company or a Natural Gas supplying company only.</p>



3	1.1.3	Bidder shall furnish a copy of valid approval from W&M India in bidder's name for Natural Gas Meter offered under this bid for a) Model approval, b) License to Manufacture, c) License to Dealer & to Repair
Documents Required for Financial Criteria		
1.2.1	Annual Turn Over	Bidder shall furnish details of financial capability in the prescribed format (Form F-16 of the tender) in the tender duly signed & stamped by chartered accountant. Further copy of audited financial statements, including Balance Sheets, Profit & Loss Account for last three preceding financial years shall be submitted duly certified / attested by Chartered accountant and Notary Public / with legible stamp. In the absence of such requisite documents, Rajasthan state Gas Limited reserves the right to reject the bid without any reference to the bidder.
1.2.2	Net Worth	
1.2.3	Working Capital	

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

Note 2: (i) Annual Turnover:

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

(iii) Net Worth/Working Capital:

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



BID EVALUATION METHODOLOGY



EVALUATION METHODOLOGY

1. A bidder may quote for all or any items (s) of the Price Schedule. Evaluation and ordering shall be done on Total amount on least cost basis. Bidder shall have to quote for entire quantity. otherwise their bid will not be considered.
2. The evaluated price of bidders shall include the following:
 - 2.1 Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
 - 2.2 Inland transportation up to Delivery location and other costs incidental to delivery of goods
 - 2.3 GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above).
 - 2.4 Other loading, if any, as specified in Tender Document

Note:

- a) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- b) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- c) In case any cess on GST is applicable, same shall also be considered in evaluation.
- d) The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST)
- e) Any Price or Purchase preference is not applicable
- f) In case of Tie The bidder with higher Turnover shall be considered for Award

3 AWARD CRITERIA

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.



SECTION – III

INSTRUCTION TO BIDDERS

FORMS & FORMATS

ANNEXURES



SECTION-III INSTRUCTION TO BIDDERS

INDEX

- **GENERAL:**
 1. SCOPE OF BID
 2. ELIGIBLE BIDDERS
 3. BID FROM CONSORTIUM / JOINT VENTURE
 4. ONE BID PER BIDDER
 5. COST OF BIDDING
 6. SITE-VISIT

- **TENDER DOCUMENT:**
 7. CONTENTS OF TENDER DOCUMENT
 8. CLARIFICATION OF TENDER DOCUMENT
 9. AMENDMENT OF TENDER DOCUMENT

- **PREPARATION OF BID:**
 10. LANGUAGE OF BID
 11. DOCUMENTS COMPRISING THE BID
 12. BID PRICES
 13. GST (CGST & SGST/ UTGST or IGST)
 14. BID CURRENCIES
 15. BID VALIDITY
 16. EARNEST MONEY DEPOSITE (EMD)
 17. PRE-BID MEETING
 18. FORMAT AND SIGNING OF BID
 19. ZERO DEVIATION & REJECTION CRITERIA
 20. E-PAYMENT

- **SUBMISSION OF BIDS:**
 21. SUBMISSION, SEALING AND MARKING OF BID
 22. DEADLINE FOR SUBMISSION OF BID
 23. LATE BID
 24. MODIFICATION AND WITHDRAWAL OF BID

- **BID OPENING AND EVALUATION:**
 25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
 26. BID OPENING
 27. CONFIDENTIALITY
 28. CONTACTING THE PURCHASER
 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. QUANTITY VARIATION

• **AWARD OF CONTRACT:**

34. AWARD

35. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

36. DISPATCH SCHEDULE

37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

**38. PROCEDURE FOR ACTION IN CASE OF CORRUPT/
FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES**

39. PACKING INSTRUCTIONS

40. VENDOR PERFORMANCE EVALUATION

41. MENTIONING OF PAN NO. IN INVOICE/BILL

**42. 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 ENTERPRISE**

43. DISPUTE RESOLUTION

44. REPEAT ORDER

45. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

46. QUARTERLY CLOSURE OF THE CONTRACT

47. PRICE REDUCTION FOR DELAYED DELIVERY

• **ANNEXURES:**

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

2. ANNEXURE-II: PROCEDURE FOR EVALUATION OF PERFORMANCE
OF VENDORS/SUPPLIERS/
CONTRACTORS/ CONSULTANTS

3. ANNEXURE-III: BIDDING DATA SHEET (BDS)



INSTRUCTIONS TO BIDDERS [ITB]

1 SCOPE OF BID

[A] GENERAL

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC- Goods]", wishes to receive bids as described in this invitation to offer (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document. (SECTION-VI)
- 1.3 The successful Bidder (the "**Supplier**") shall complete delivery of goods along with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 38" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of RSGL or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the '**Contract / Purchase Order**'), the same has to be promptly informed to RSGL by the Bidder.

It shall be the sole responsibility of the bidder to inform RSGL in case the bidder is put on blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited.



If blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

2.3 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services form a part of or
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

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

2.6 Power of Attorney:

- For Single Bidder:

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

3 BID FROM "CONSORTIUM"/"JOINT VENTURE"

Not Applicable

4 ONE BID PER BIDDER

4.1 A 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 Bids in which the Bidder has participated to be disqualified.



4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, RSGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site 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 supply/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 Purchaser 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 Purchaser 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 RSGL 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] TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause- 8 & 9":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
Annexure Forms & Format



- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable)and scope for incidental services (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ & 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify RSGL in writing or by fax or email in the format "F-18" at RSGL/ mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. RSGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. RSGL may respond in writing to the request for clarification. RSGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (G) of IFB/ communicated to prospective bidders by e-mail

8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G)of IFB/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 Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.



[C] **PREPARATION OF BID**

10 LANGUAGE OF BID:

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

11. 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 of the following components sealed in 2 different envelopes:

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

Part-I of the Bid shall be submitted in Envelope - I and shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' 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 required as per 'Form F-3' and as mentioned elsewhere in the Tender Document
- (e) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender document.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday/Banning, 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-10A'
- (k) Duly certified / attested documents in accordance with the " Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (l) Undertaking on the Letter Head of Bidder, as per the Form F-12.
- (m) Power of Attorney /copy of Board Resolution, in favour of the authorized



- signatory of the Bid, as per clause no. 2.6 of ITB.
- (n) Any other information/details required as per Tender Document
 - ~~(o) EMD in original as per Clause 16 of ITB~~
 - (p) All other forms and Formats including Annexures.
 - (q) Tender Document, its Corrigendum/Amendment/Clarification(s) Duly signed on each page by the Authorized Signatory holding POA.
 - (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

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

11.1.2 PART-II: Price Bid

Part-II of the Bid shall be submitted in Envelope –II and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. RSGL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) 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 bid, 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 and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.



12 **BID PRICES**

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing, forwarding and TPIA charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) **GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation** (which will be payable on the finished goods, if this Contract is awarded).
- C) Inland transportation upto Delivery Location and other costs incidental to delivery of goods.

The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, RSGL reserves the right to transport the material with it's own transporter.

- D) Charges for incidental services and **GST (CGST & SGST/UTGST or IGST) on these services** as per the Price Schedule/ Schedule of Rates.

12.2 It shall be the endeavor of the bidder to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.4 The delivery basis of the goods is mentioned in BDS. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.

12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.6 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, whatsoever.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices



indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

- 12.8 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price schedule.

13 **TAXES & DUTIES**

- 13.1 Within the contractual delivery period, the statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to RSGL's account.

Beyond the contractual delivery period, in case RSGL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case RSGL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to RSGL's account.

The base date for the purpose of applying statutory variation shall be the Bid Due Date. **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

- 13.2 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.3 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) within a period specified in Contract to enable RSGL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to RSGL for any reason not attributable to RSGL, then RSGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by RSGL to the Supplier.



- 13.4 The supplier shall mention the particulars of RSGL, (place specified in BDS) on the Invoice. Besides, if any other particulars of RSGL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.5 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of RSGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from RSGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of RSGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/Consultants.
- 13.6 RSGL 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)** during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where RSGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 13.7 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 RSGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RSGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by RSGL.

13.8 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 Service Provider may note the above and quote their prices accordingly.

- 13.9 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 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by RSGL as 'non-responsive'.



15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder 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 EARNEST MONEY DEPOSIT (EMD)

16.1 Bid must be accompanied with earnest money (i.e. **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' /'**Banker's Cheque**' [in favour of **Rajasthan State Gas Ltd.** payable at place mentioned in **BDS**] or '**Bank Guarantee**' or '**Letter of Credit**' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' or '**Letter of Credit**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The EMD is required to protect RSGL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

16.3 RSGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD 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.

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

16.5 Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

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

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent/collusive/coercive practice



- (c) If the Bidder modifies Bid during the period of bid validity (after DueDate and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award”/ Fax of Acceptance [FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause30 of ITB.

16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD.

17 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. 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. The Bidder must submit their queries / clarifications to RSGL in the format “F-18”, as mentioned at clause no. 8.0 of ITB.

17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum /Corrigendum /Clarification to the Tender Document and will be uploaded on websites of RSGL, Govt. and VCS and not through the minutes of the Pre-Bid Meeting.

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

18 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(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) has 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(s) signing the Bid.



19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. RSGL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, RSGL will determine the substantial responsiveness of each bid to the Tender Document 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 Tender Document without deviation(s) or exception n(s). RSGL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. RSGL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid 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
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) 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 & conditions of Tender Document.

20 E-PAYMENT

- 20.1 Payments to Suppliers will be made electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 20.2 Further, to promote cashless transactions, the onward payments by Contractors to their



employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

[D] SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.
- 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 DEADLINE FOR SUBMISSION OF BID

- 22.1 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.
- 22.2 RSGL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of RSGL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of RSGL may be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
- 23.2 Bid(s) received by RSGL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid.
- 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 MODIFICATION AND WITHDRAWAL OF BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by RSGL prior to the Due Date & Time for Bid submission.
- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of



withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number :....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of RSGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

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

RSGL 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(s) or any obligations to inform the affected Bidder(s) of the ground for RSGL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which RSGL shall respond quickly.

26 BID OPENING

26.1 Unpriced Bid Opening:

RSGL will open bids, in the presence of Bidders’ designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders’ representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 RSGL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders’ representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a shortnotice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. The envelope containing Price Bid shall be 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 Due Date & Time of Bid Opening as specified in the Tender Document.

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 Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE PURCHASER

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser 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 a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the RSGL's procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is substantially responsive to the requirements of the Tender Document; and
 - (d) provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) 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 Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser 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 Purchaser 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 Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

- 30.2 The amount stated in the Bid will be adjusted by the Purchaser 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 EMD 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 Methodology mentioned in Section-II of Tender Document

33 QUANTITY VARIATION

The tendered quantity may vary depending upon the project requirement. RSGL reserves the right to decrease / increase the quantity depending upon its requirement.

RSGL can not assure any firm commitment for procurement of entire quantities in the tender / Annual Rate Contract. After issue of Purchase Order for Annual Rate Contract, instruction/intimation by EIC shall be taken/provided for each & every Lot.

[F] AWARD OF CONTRACT

34 AWARD



Subject to "ITB: Clause-29.0", RSGL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

"RSGL intent to place the order/contract directly on the address from where Goods are produced/ dispatched or Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

- 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by RSGL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance(FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on RSGL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. RSGL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 35.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 35.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-37", RSGL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

36.0 DISPATCH SCHEDULE

- 36.1 The Purchase Order shall be issued based on FOT (Free on Truck) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- 36.1.1 Shipments Schedule
- 36.1.2 Dimension details of packages
- 36.1.3 Detailed technical write-up along with Catalogue (if applicable)
- 36.1.4 Any other document/details, if mentioned in Purchase Order
- 36.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by RSGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 36.3 It shall be the responsibility of the seller to send intimation immediately on dispatch



of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

37.1 Within 30 days of the receipt of the notification of award/ FOA from RSGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

37.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by Purchaser as per provision of contract.

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

37.3 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 EMD.

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

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

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

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in RSGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure- I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from

The date of issuance of such order by RSGL to such Bidder/Supplier.



The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by RSGL, such decision of RSGL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

39 PACKING INSTRUCTIONS

- 39.1 Packing shall be strong and sturdy such that it can withstand loading/unloading& pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 39.2 Fragile articles should have special packing materials depending on type of materials.
- 39.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 39.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 39.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 39.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed PackingList' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 39.7 Each package shall be marked on three sides with proper paints/indeliblewaterproof ink as follows:
- PURCHASER:
- DESTINATION
- Purchase Order No.....
- Net Wt..... Kgs, Gross Wt.....
- Kgs. Dimensions.....X.....X
-
- CM
- .
- Package No. (Sl. No. of total packages)
-
- Seller's Name
-
- 39.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the



plant. The following requirements are to be met to obtain vehicle Permit:

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

40 VENDOR PERFORMANCE EVALUATION

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

41 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

42 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.

43 DISPUTE RESOLUTION

DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC) (RULES FRAMED BY GAIL GAS LIMITED SHALL BE APPLICABLE FOR RSGL IN CONTEXT OF RSGL)

- 43.1 GAIL Gas Limited has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for



speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL Gas web site www.gailgas.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.

- 43.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0 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
- 45.3 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.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) reject(s)the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejectionof the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL Gas 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 bedeemed to have been exhausted, even in case of rejection of „Conciliation“ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the sameduring 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.

44 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit priceor other terms and conditions.

45 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITALMEANS



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

46 QUARTERLY CLOSURE OF THE CONTRACT

Not Applicable

47 PRICE REDUCTION FOR DELAYED DELIVERY

“As mentioned in GCC, in case delay in supply/ execution of contract, supplier/contractor/ service provider will raise invoice for reduced value as per Price Reduction Clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider will issue Credit Note towards the applicable PRS amount.

In case supplier/ contractor/ service provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, RSGL will release the payment to supplier/ contractor/ service provider after effecting the PRS clause.

In the event of any financial implication arises on RSGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider.”



Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non- competitive levels and to deprive the Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of RSGL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority of RSGL, 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 RSGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the RSGL, 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 practices.

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 EMD shall be forfeited.

Further, such agency shall be banned for future business with RSGL 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 RSGL for a period specified in paraB 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)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier 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 RSGL for a period specified in para B 2.2 below from the date of issue of banning order. Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(ii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of DLP/ Warranty/Guarantee Period, the Agency shall be banned for future business with RSGL for a period specified in para B 2.2 below from the date of issue of banning order.



B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to EC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (v) Repeated once (vi) Repeated twice or more	7 years (in addition to the period already served) 15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by RSGL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

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 tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 After opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 After opening of price (Part-II), EMD submitted 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 Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, RSGL when :

- (i) Corporate Vigilance Department, RSGL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, RSGL 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 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, RSGL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension 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 should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from RSGL.
The Competent Authority to approve the suspension will be same as that for according approval for banning.



D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 After issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 After opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 After opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of RSGL 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 of RSGL. Such an appeal shall be preferred within one month from the date 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 GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.



Annexure-II

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

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

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/Suppliers/Contractors/ Consultants in case of Projects shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in- charge shall prepare a PRDS (Format at Annexure-1)for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) *Where Performance rating is "POOR":***
Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:



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

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

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

(B) **Where Performance rating is "FAIR":**

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of Operation and Maintenance, shall be done immediately after execution of Order/Contract.
- ii) After execution of Orders, a PRDS (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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



- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR"

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

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

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

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

B) Where Performance rating is "FAIR"

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

4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non- performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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



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

6.0 EFFECT OF HOLIDAY

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

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

6.3 Effect on other ongoing tendering process:

6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.

6.3.2 After opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be Communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.



- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

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

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

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



Annexure-1

RSGL PERFORMANCE RATING DATA SHEET [PRDS] (FOR PROJECTS/CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ : Contractor/ Consultant
- vi) Contracted delivery/ Schedule : Completion
- vii) Actual delivery/ : Completion date

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Performance rating shall be classified as under:

Signature of Authorised Signatory:

Name:

Designation:

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



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects

ii) Marks to be allocated on 10 marks prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality Failure of severe nature 0 marks

failure endanger Moderate nature 5 marks system integration and safety of the system low severe nature 10-25 marks

iii) Number of deviations

1. No deviation 5 marks

2. No. of deviations ≤ 2 2 marks

3. No. of deviations > 2 0 marks



1.3 RELIABILITY PERFORMANCE

20 Marks

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

RSGL PERFORMANCE RATING DATA SHEET [PRDS] (FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ : Contractor/ Consultant
- vi) Contracted delivery/ Schedule : Completion
- vii) Actual delivery/ : Completion date

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

(*) Allocation of marks should be as per enclosed instructions(**)
Performance rating shall be classified as under :

Signature of Authorised Signatory:

Name: Designation:

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

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases 10 marks

ii) When quality failure endanger system integration marks and safety of the system
 Failure of severe nature 0 marks
 - Moderate nature 5 marks
 - low severe nature 10-25

iii) Number of deviations
 1. No deviation 5 marks
 2. No. of deviations ≤ 2 2 marks
 3. No. of deviations > 2 0 marks



1.3 RELIABILITY PERFORMANCE

20 Marks

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



ANNEXURE-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: RAJASTHAN STATE GAS LIMITED				
1.2	The Invitation for Bid/ Tender is for : SUPPLY OF DOMESTIC GAS METERS as defined in Scope of supply and SOR				
General	<p>The Purchaser is: RAJASTHAN STATE GAS LIMITED</p> <p>The consignee details and Delivery Location (For Indian Bidders) for the goods are as under :-</p> <p><u>Consignee:</u></p> <p>Rajasthan State Gas Limited Office No. S-5, 2nd Floor, Skyline Shopping, C-1/A Rajeev Gandhi Nagar, Opp. City Mall, Jhalawar Road, Kota (Raj.) – 324005.</p> <p><u>Delivery Location:</u></p> <p align="center">Central Warehousing Corporation (CWC)–II Dakaniya Talav Railway Station Road, Indraprastha Industrial Area, Kota-324 005, Rajasthan.</p>				
3	<p>Bid From a Consortium/ Joint Venture</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td align="center">APPLICABLE</td> <td align="center">x</td> </tr> <tr> <td align="center">NOT APPLICABLE</td> <td align="center">√</td> </tr> </table>	APPLICABLE	x	NOT APPLICABLE	√
APPLICABLE	x				
NOT APPLICABLE	√				
B. TENDER DOCUMENT					



8.1	<p>For clarification purposes only, the communication address is:</p> <p>DGM (C&P) Rajasthan State Gas Ltd., Room no. 215, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur – 302005 viveks.rsgl@rajasthan.gov.in Contact no.-0141-4916308</p>						
C. PREPARATION OF BID							
11.1.1	<p>The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers): NIL</p>						
12 & 13	<p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: NIL</p> <p>Whether RSGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="628 1111 1184 1258"> <tr> <td>RSGL</td> <td style="text-align: center;">X</td> </tr> <tr> <td>SUPPLIER</td> <td style="text-align: center;">√</td> </tr> </table>	RSGL	X	SUPPLIER	√		
RSGL	X						
SUPPLIER	√						
12.2	<p>Transit/marine Insurance shall be arranged by Suppliers :yes</p>						
12.4	<p>Delivery basis shall be</p> <table border="1" data-bbox="501 1523 1315 1675"> <tr> <td>FOT/FOR Site, KOTA(Rajasthan)</td> <td style="text-align: center;">√</td> </tr> <tr> <td>EX-WORKS,(Bidder to indication location)</td> <td style="text-align: center;">X</td> </tr> </table>	FOT/FOR Site, KOTA(Rajasthan)	√	EX-WORKS,(Bidder to indication location)	X		
FOT/FOR Site, KOTA(Rajasthan)	√						
EX-WORKS,(Bidder to indication location)	X						
13.4 & 13.5	<p>Details of Buyer:</p> <table border="1" data-bbox="440 1827 1308 1980"> <tr> <td>Consignee</td> <td>Rajasthan State Gas Ltd.</td> </tr> <tr> <td>GST No.</td> <td>08AAGCR7499P1Z7</td> </tr> <tr> <td>PAN No.</td> <td>AAGCR7499P</td> </tr> </table>	Consignee	Rajasthan State Gas Ltd.	GST No.	08AAGCR7499P1Z7	PAN No.	AAGCR7499P
Consignee	Rajasthan State Gas Ltd.						
GST No.	08AAGCR7499P1Z7						
PAN No.	AAGCR7499P						
14	<p>The currency of the Bid shall be INR</p>						



15	The bid validity period shall be 03 (Three) months from final 'Bid Due Date'.
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of Rajasthan State Gas Ltd. , payable at Jaipur
	ICICI BANK
	Bank Account No. 678605600349
	Bank Address: Khaniz Bhawan, Tilak Marg, C-Scheme-Jaipur-302005 (Raj).
	IFSC CODE ICIC0006786
D. SUBMISSION AND OPENING OF BIDS	
18	In addition to the original of the bid, the number of copies required is one.
22	The Tender No. of this bidding process is: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12 dated aa-bb-2024
22.1 and 4.0 of IFB	For bid submission purposes only, the Owner's address is : Attention: DGM(Contract and Procurement) Address: Rajasthan State Gas Ltd. Room no. 215, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur -302005
26	The bid opening shall take place at: Rajasthan State Gas Ltd. Room no. 215, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur -302005
E. EVALUATION, AND COMPARISON OF BIDS	
32	Evaluation Methodology is mentioned in Section-1.2
F. AWARD OF CONTRACT	
34	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters:- DGM (Contract and Procurement) Room no. 301, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur -302005 +91-9650055638



<p>37</p>	<p>Contract Performance Security (CPS)/ Security Deposit :APPLICABLE</p> <p>The value/ amount of Contract Performance Security/ Security Deposit shall be as per Clause 12 of GCC and Clause 37 of ITB of this bidding document.</p> <p>“10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.”</p> <p>In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.</p> <ul style="list-style-type: none"> For this purpose, the details of RSGL Bank Account is as under: Account : ICICI BANK Account No. 678605600349 <p>Bank Address: Khaniz Bhawan, Tilak Marg, CScheme-Jaipur-302005 (Raj). IFSC CODE ICIC0006786</p> <p><i>While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/LOA/PO no._(contractor/ vendor to specify the FOA/LOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the concerned C&P officer(s) immediately and necessarily within 30 days from the date of Fax of Acceptance. "</i></p> <p>While issuing bank Guarantee applicant must mention receiver's details as ICICI Bank account No. 678605600349, IFSC ICIC0006786, Branch__Khaniz Bhawan -Tilak Marg, C-scheme Jaipur, in BG text at which SFMS IFN 760 message to be send by issuing bank, to establish the authenticity of given BG</p>				
<p>39</p>	<p>Whether tendered item is split able or divisible :</p> <table border="1" data-bbox="598 1406 1262 1559"> <tr> <td>YES</td> <td>X</td> </tr> <tr> <td>NO</td> <td>√</td> </tr> </table>	YES	X	NO	√
YES	X				
NO	√				
<p>46</p>	<p>Quarterly Closure of Contract</p> <table border="1" data-bbox="646 1664 1310 1816"> <tr> <td>APPLICABLE</td> <td>X</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>√</td> </tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				



FORMS & FORMATS



LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT /BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY DEPOSIT /BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10A	AGREED TERMS & CONDITIONS FOR INDIAN BIDDER
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT
F-16	FORMAT FOR CHARTERED ACCOUNTANT/CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F_18	BIDDERS QUERIES FOR PREBID MEETING
F-19	E-BANKING MANDATE FORM
F-20	FREQUENTLY ASKED QUESTIONS (FAQs)
F-21	POWER OF ATTORNEY
F-22	DETAILS OF P.F REGISTRATION
F-23	DETAILS OF SPECIFIC EXPERIENCE
F-24	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARISE

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

To,
M/s RSGL

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	<p>_____</p> <p>City: _____</p> <p>District: _____</p> <p>State: _____</p> <p>PIN/ZIP :</p>
4A	Bidder's address where order/contract is to be placed *	<p>_____</p> <p>City: _____</p> <p>District: _____</p> <p>State: _____</p> <p>PIN/ZIP :</p>
4B	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (For Indian Bidder: In casesupply of Goods/ Services arefrom multiple locations, addresses and GST no. of all such locations are to be provided).	<p>City:</p> <p>District:</p> <p>State:</p> <p>PIN/ZIP:</p> <p>GST No.:</p>
5	Telephone Number of address where order is to be placed	<p>_____</p> <p>(Country Code) (Area Code) (Telephone Number)</p>
6	E-mail address	
7	Fax Number	<p>_____</p> <p>(Country Code) (Area Code) (Telephone Number)</p>
8	Website	



9	Name & Designation of Contact Person	
10	ISO Certification, if any {If yes, please furnish details}	
11	Bid Currency	
12	Port of shipment	
13	Whether Supplier /Manufacturer Dealer / Trader / Contractor	
14	Type of Material Supplies	
15	Banker's Name	
16	Branch	
17	Branch Code	
18	Bank Account Number	
19	PAN No	
20	Status of Firm (Indian Bidder only)	Proprietorship Firm/Partnership firm/ Limited/OthersIf Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
21	GST No. (Indian Bidder only) (refer sl. no. 4B above)	[Enclose copy of GST Certificate]
22	Whether Micro or Small Enterprise (Indian Bidder only)	Yes / No

*** For Indian Bidder:** RSGL intent to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:

F-2

BID FORM

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

After examining / reviewing the Tender Document for the above mentioned Tender Document number for "_____" including "Technical Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Price Schedule/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 Tender Document, including Addenda / Corrigenda Nos._____.

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

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

Until a detailed Purchase Order/Contract document is prepared and issued, the Tender Document (including addenda/ corrigenda) together with the Bid and "Notification of Award" shall constitute a binding agreement between us.

We understand that Tender Document is not exhaustive and any action and activity not mentioned in Tender Document but may be inferred to be included to meet the intend of the Tender Document shall be deemed to be mentioned in Tender Document unless otherwise specifically excluded and we confirm to perform for fulfilment of Contract and completeness of the supplies 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:

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

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

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

Sl. No.	Section, Clause No. & Description of Tender Document	Detail(s) of Document(s) required	Detail (s) of Document(s) submitted by the Bidder	File Name (in case e-Tender)and Total number of Pages
1	Section III, 11.1.1 (m)	Power of Attorney		
2	Section I, 4.0	Dispatch Details of Document (Courier name and POD/tracking No.)		
3	Section II 1.1	Documents against Technical Criteria of BEC		
4	Section II 1.2	Documents against Financial Criteria of BEC		
5	Section II (1.3)	Tax Paid Invoice /Documents(if applicable)		
6	Section III, 2, 3(if applicable), all documents of 11.1.1	Submission of All Forms & Formats duly filled & signed		
7	Section III, 10.0 (if applicable),	List of Documents not in English language and its corresponding English Translation.		
8	F-1, Point No. 20	Relevant certificates/ Partnership Deed/ Certificate of Registration, as applicable		
9	F-1, Point No. 19	Copy of PAN Card		
10	F-1, Point No. 21	Copy of GST Certificate		
11	F-1, Point No. 22	Copy of the Entrepreneurs Memorandum (EM)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMAT F-4****PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BIDSECURITY"**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir(s),

In accordance with Tender Document under your reference No __M/s._____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document 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 Bidder by RSGL., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by RSGL., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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 Bidder M/s. _____ on 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)

Power of Attorney No. _____

Date: _____



**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ 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 Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser 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 DEPOSIT / BIDSECURITY"**

To,
M/s RSGL _____

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

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/Bidder with full address) for a sum not exceedingavailable by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by RSGL, 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 RSGL 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.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for(Name of Tender Document)
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/Bidder)

FOR

Authorized Signature

(Original Bank)

Counter Signature

**F-5****LETTER OF AUTHORITY**

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

Ref:
To,

Date:

M/s RSGL

SUB: TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

hereby authorize the following

I/We, _____

representative(s) for attending 'Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[1] Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

[2] Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]
 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 RSGL.



F-6

"NO DEVIATION" CONFIRMATION

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-7

DECLARATION REGARDING HOLIDAY / BANNING

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

We hereby confirm that we are not blacklisted/ banned/put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector as 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 RSGL or the Ministry of Petroleum and Natural Gas.

In case it comes to the notice of RSGL 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 placement of order or till complete execution of the order, the same will be promptly informed to RSGL by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Tender Document, awardis given to us against subject Tender Document, the following Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-9****PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /SECURITY DEPOSIT"****(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,
M/s RSGL

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to RSGL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to RSGL in such manner as RSGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any



dispute or disputes have been raised by the said M/s. _____

and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by RSGL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by RSGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that RSGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that RSGL may have in relation to the supplier's / contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by RSGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Jaipur
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the
Bank



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

**F-10 A****AGREED TERMS & CONDITIONS FOR INDIAN BIDDER**

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of RSGL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : Vendor Code: Address:
2.	Please confirm the currency of quoted prices.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Confirm quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Confirm firm freight charges upto site are quoted in Price Schedule.	
5	Please specify the Dispatch Point	
6.	i) Confirm acceptance of relevant Terms of Paymentspecified in the Bid Document. ii) In case of delay, the bills shall be submitted afterdeducting the price reduction due to delay (refer PRS Clause).	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Confirm that CPS 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.	
9.	Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable.	
12.	Confirm your offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid (wherever applicable).	
16.	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.	
17.	Confirm that none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ RSGL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	We hereby confirm that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.11 of ITB.	
22.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST:..... % Plus SGST/UTGST..... % Total..... % Or IGST. %
23.	Harmonized System Nomenclature (HSN) of Supply items: Service Accounting Codes (SAC) of Incidental Services (if any, refer Price Schedule):	
24.	Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	
25.	Confirm that quoted freight rate is exclusive of GST and GST has been indicated separately in Price Schedule	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
26	Confirm any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by bidder shall be to bidder's account	
27	<p>Part Order:</p> <p>(a) Confirm acceptance to Part Order.</p> <p>(c) Confirm any charges quoted extra as lumpsum shall be applicable pro-rata on value basis in the event of part order.</p>	
28	<p>Testing and Inspection charges:</p> <p>Confirm goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.</p>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-11****ACKNOWLEDGEMENT CUM CONSENT LETTER**

(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in RSGL who issued the Tender Document, by filling up the Format)

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender 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 RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-13****BIDDER'S EXPERIENCE**

To,

M/s RSGL

SUB: TENDER NO: RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

Sl. No	Description of the Supply/ Services	PO/ Contract No. and date	Full Address & phone nos. of Client.	Postal	Value of Contract/Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion/Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-14****CHECK LIST**

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO.OF THE BID SUBMITTED
1.0	Signing and Stamping (manual bidding) on each sheet of offer, original bidding document including Specification/ SCC, ITB, GCC, Price Schedule/SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the Bid		XXXXXXXXXX
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning.		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment (if applicable 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 authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial		



	years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
8.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.		
9.0	Confirm that Undertaking as per Form 1 has been submitted (applicable for MSE and PP-LC bidder).		
10.0	<p>Confirm that Undertaking as per Form 2 and statutory auditor certificate as per Form 3 have been submitted (applicable for PP-LC bidder).</p> <p>In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.</p>		

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:



F-15

FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT

(To be provided on Bank's letter head)

Date:

To,
M/s. RSGL

Dear Sir,

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

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

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

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

Yours truly

for..... (Name & address of Bank)

(Authorized signatory) Name
of the signatory:

Designation :

Stamp



F-16

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

**Instructions:**

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
 - (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-17

NOT APPLICABLE

FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this Day of Between M/s....., a company incorporated under the law of and having its registered/ principal office at..... (herein after called the "Member I'/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – II'/ 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III'/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to Tender Document no..... for the supply/work of

.....(Name of Tender Document)of M/s (herein after called the 'Owner/RSGL').

WHEREAS, the Owner invited bids vide its Tender Document nofor the work of

AND WHEREAS as per Tender Document, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of Tender Documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member II/ Member III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally



be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.

3. ~~In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.~~
4. ~~Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.~~
5. ~~The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.~~
6. ~~Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.~~
7. ~~It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.~~
8. ~~This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Jaipur shall have exclusive jurisdiction in all matters arising thereunder.~~
9. ~~In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance security/ security deposit in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.~~
10. ~~It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.~~
11. ~~In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.~~
12. ~~This agreement remains in force till the end of Defects Liability Period.~~



IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution datedSignature- Designation

For M/s. (..... Member (Signature of authorised Representative)

Name: Designation:

1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution datedSignature- Designation

For M/s. (..... Member-II (Signature of authorised Representative)

Name:- Designation:

1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated

For M/s. (..... Member-III (Signature of authorised Representative)

Name:



F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s RSGL

Sub : _____

Tender No : RSGL/KOTA//PROJ/C&P/2024-25/NIT-12

SL. NO.	REFERENCE OF TENDER 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 in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

**F-19****E-Banking Mandate Form**

(To be issued on vendors letter head)(Applicable
for Indian Bidder only)

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

I/We hereby authorize RSGL(India) 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 RSGL 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-20****FREQUENTLY ASKED QUESTIONS (FAQs)**

SL.NO.	QUESTION	ANSWER
1.0	Can any Bidder quote for subject Tender?	Yes. A Bidder has to meet Bid Evaluation Criteria given under Section II of Tender Document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender Document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a bidder submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Not applicable

All the terms and conditions of Tender remain unaltered.

**F-21**

POWER OF ATTORNEY
(To be submitted on the letter-head of company)

Tender No.:

Item Description:

Name of Bidder:

"The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr / Ms _____ [name of authorized person/(s)] _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid **(both digitally and manually) and all subsequent communications, agreements, documents etc.**, in the name and on behalf of the company in connection with the tender no. for.....(Name of work). The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdraw it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of Person with Company Seal) SIGNATURE OF

THE AUTHORIZED PERSON(S)

(Name of Person)

E-mail ID: _____

Digital Token No. used for uploading the bid: _____

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



FORMAT F-22

DETAILS OF P.F REGISTRATION

**To,
RSGL,**

Sub: Tender No. _____ **for** _____

Dear Sir (s),

We confirm that the following PF account is under operation and shall be used for all PFrelated activities for the labour engaged by us for the work (if awarded to us).

PF Registration No.:

District and State:

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER: _____

Note: Please submit the copy of PF Registration Certificate



FORMAT-F-24

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ___ day of ___ month ___ year by and between M/s

_____ (Fill in Bidder's full name, constitution and registered office address)

_____ hereinafter referred to as bidder on the first part and M/s _____

(Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid-up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Rajasthan State Gas Limited (hereinafter referred to as RSGL) has invited offers vide their

tender No. _____ for _____ and M/s. _____ (Bidder)



intends to bid against the said tender and desires to have technical support of M/s _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for the successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to RSGL for the full scope of work as envisaged in the tender document as the main bidder and liaise RSGL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted by RSGL.
- c) The Bidder/ Supporting Company holds more than 50% paid-up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till the validity of bidder's offer to RSGL including extension if any and till satisfactory performance of the contract, the same is awarded by RSGL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and RSGL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by RSGL, however without prejudice to any rights that RSGL might have against the Supporting Company.
- g) It is further agreed that bidder and Supporting Company shall be jointly and severally responsible to RSGL for the performance of works during the Contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof, the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)



F-25

GUARANTEE BY THE SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed atthis..... day of by M/s

..... (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at

..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s(bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Rajasthan State Gas Limited (RSGL), a company duly registered under the law of India having its Registered Office at 303, Khaniz Bhawan, C- Scheme , Jaipur (Rajasthan), and having Purchase center at **Jaipur** hereinafter called “RSGL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees.

WHEREAS RSGL has invited tender number for on....., and the bidder has submitted it bid number..... in response to the above mentioned tender invited by RSGL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the RSGL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.



The Bidder and the Guarantor have entered into an agreement dated.....as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the RSGL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the RSGL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the RSGL and duly perform the obligations of the Bidder to the satisfaction of the RSGL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to RSGL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between RSGL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of RSGL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by RSGL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards RSGL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and RSGL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Jaipur. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to RSGL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of RSGL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, RSGL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of RSGL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.



(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to RSGL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of RSGL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, RSGL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of RSGL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.



SECTION – IV

GENERAL CONDITIONS OF CONTRACTS – GOODS

General Conditions of Contract-GOODS

INDEX

<u>Article</u>	<u>Title</u>
1.	Definitions
2.	Seller to inform
3.	Application
4.	Country of origin
5.	Scope of Contract
6.	Standards
7.	Instructions, direction & correspondence
8.	Contract Obligations
9.	Modification in Contract
10.	Use of Contract Documents & Information
11.	Patent Rights, Liability & Compliance of Regulations
12.	Performance Guarantee
13.	Inspection, Testing & Expediting
14.	Time Schedule & Progress Reporting
15.	Delivery & Documents
16.	Transit Risk Insurance
17.	Transportation
18.	Incidental Services
19.	Spare Parts, Maintenance Tools, Lubricants
20.	Guarantee
21.	Terms of Payment
22.	Prices
23.	Subletting & assignment
24.	Time as Essence of Contract
25.	Delays in the Seller's Performance
26.	Price Reduction Schedule for Delayed delivery
27.	Rejections, Removal of rejected equipment & replacement
28.	Termination of Contract
29.	Force Majeure
30.	Resolution of disputes/arbitration
31.	Governing Language
32.	Notices
33.	Taxes & Duties
34.	Books & Records
35.	Permits & Certificates
36.	General
37.	Import License
38.	Fall clause
39.	Publicity & Advertising
40.	Repeat Order
41.	Limitation of Liability



1	Definitions	<p>In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:</p> <p>1.0 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.</p> <p>1.1 CONSULTANT <i>[if engaged]</i> shall mean M/s _____ having its registered office at _____. The term consultant includes successors, assigns of M/s _____.</p> <p>1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.</p> <p>1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.</p> <p>1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.</p> <p>1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.</p> <p>1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.</p> <p>1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.</p> <p>1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.</p> <p>1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.</p>
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		<p>1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.</p> <p>1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, atSELLER's works and on receipt at SITE as per terms of the CONTRACT.</p> <p>1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.</p> <p>1.13 PURCHASER shall mean RSGL having its registered office at Jaipur. The term PURCHASER includes successors, assigns of RSGL</p> <p>1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.</p> <p>PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.</p> <p>Quantities – Bills of quantities</p> <p>Bills of quantities</p> <p>Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from workactually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.</p> <p>1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.</p> <p>1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.</p> <p>1.17 SITE designates the land and/or any other premises</p>
--	--	--



		<p>on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.</p> <p>1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.</p> <p>1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.</p> <p>1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.</p> <p>1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.</p> <p>1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.</p> <p>1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.</p>
2	Seller To Inform	2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
3	Application	3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.



4	Country of Origin	4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
5	Scope of Contract	<p>5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.</p> <p>5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.</p> <p>5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.</p> <p>5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.</p> <p>5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.</p> <p>5.6 All dimensions and weight should be in metric system.</p> <p>5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.</p>



		<p>5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.</p> <p>5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.</p> <p>5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.</p>
6	Standards	<p>6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.</p>
7	Instructions, Direction & Correspondence	<p>7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.</p> <p>a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.</p> <p>b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.</p> <p>c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.</p> <p>d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.</p> <p>e. The CONTRACT number shall be shown on all</p>

		invoices, communications, packing lists, containers and bills of lading, etc.
8	Contract Obligations	<p>8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.</p> <p>8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.</p>
9	Modification In Contract	<p>9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.</p> <p>9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.</p>
10	Use of Contract Documents & Information	<p>10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.</p> <p>10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.</p>
11	Patent Rights, Liability & Compliance of Regulations	<p>11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole</p>



		<p>expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suitor proceedings.</p> <p>11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.</p> <p>11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.</p> <p>11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.</p>
12	Performance Guarantee	<p>12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.</p> <p>12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.</p> <p>12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.</p> <p>12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's</p>



		entire obligations, including any warranty obligations, under the CONTRACT.
13	Inspection, Testing & Expediting	<p>13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.</p> <p>13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.</p> <p>13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.</p> <p>13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.</p> <p>13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.</p> <p>13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.</p> <p>13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).</p>



		<p>13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.</p> <p>13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.</p> <p>13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.</p> <p>13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.</p> <p>13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.</p> <p>13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.</p> <p>13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.</p> <p>13.15 Inspection & Rejection of Materials by consignees When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return</p>
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		<p>the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.</p>
14	<p>Time Schedule & Progress Reporting</p>	<p>14.1 Time Schedule Network/Bar Chart</p> <p>14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.</p> <p>14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.</p> <p>14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.</p> <p>14.1.4 The time schedule network/bar chart shall be updated at least every second month.</p> <p>14.2 Progress Trend Chart/Monthly Report</p> <p>14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.</p> <p>14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.</p> <p>14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.</p> <p>14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.</p> <p>14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.</p> <p>14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and</p>



		<p>expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/ CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.</p>
15	Delivery & Documents	<p>15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.</p> <p>15.2 Delivery shall be deemed to have been made :</p> <ul style="list-style-type: none"> a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery. c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s). <p>15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.</p> <p>15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.</p>



		<p>15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.</p> <p>15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.</p> <p>15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.</p> <p>15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.</p>
16	Transit Risk Insurance	<p>16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.</p> <p>16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements :</p> <p>Indigenous Bidders : Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by RSGL.</p> <p>Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by RSGL.</p> <p>The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.</p> <p>16.3 PURCHASER's Insurance Agent : [The name and address-as mentioned under SCC]</p>
17	Transportation	<p>17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p> <p>17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF,</p>



		<p>transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p>
18	Incidental Services	<p>18.1 The Seller may be required to provide any or all of the following services:</p> <p>18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:</p> <p>18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:</p> <p>18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.</p> <p>18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.</p> <p>18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.</p> <p>18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.</p> <p>18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.</p>
19	Spare Parts, Maintenance Tools, Lubricants	<p>19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.</p> <p>19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and</p> <p>19.1.2 In the event of termination of production of the spare parts:</p> <p>i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed</p>



		<p>requirements, and</p> <p>ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.</p> <p>19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :</p> <p>19.2.1 The construction, execution and commissioning.</p> <p>19.2.2 2 years operation and maintenance.</p> <p>19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.</p> <p>19.4 Type and sizes of bearings shall be clearly indicated.</p> <p>19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.</p> <p>19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.</p> <p>19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.</p> <p>19.8 Lubricants</p> <p>19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.</p> <p>19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.</p> <p>19.8.3 Seller shall indicate various equivalent lubricants available in India.</p>
20	Guarantee	<p>20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.</p> <p>No deviation from such specifications or alterations or</p>



		<p>of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract(irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.</p> <p>If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.</p> <p>PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.</p> <p>In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.</p>
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		<p>20.2 PERFORMANCE GUARANTEE OF EQUIPMENT</p> <p>20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.</p> <p>20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.</p> <p>20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.</p>
21	Terms of Payment	<p>21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.</p>



		<p>General Notes:</p> <ol style="list-style-type: none"> 1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value. 2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures. 3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects. 4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder. 5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted. 6. No interest charges for delay in payments, if any, shall be payable by PURCHASER. 7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself. 8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
22	Prices	22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
23	Subletting & Assignment	23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any



		<p>manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.</p>
24	Time As Essence of Contract	24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25	Delays In The Seller's Performance	<p>25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:</p> <ul style="list-style-type: none"> i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above. <p>25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.</p>
26	Price Reduction Schedule For Delayed Delivery	<p>26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.</p> <p>26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.</p>



		<p>26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.</p> <p>26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.</p> <p>Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER 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 the PURCHASER in the matter of applicability of price reduction shall be final and binding.</p>
27	Rejections, Removal of Rejected Equipment & Replacement	<p>27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.</p> <p>27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.</p> <p>27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.</p> <p>27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.</p> <p>27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).</p>



28	Termination of Contract	<p>28.1 Termination for Default</p> <p>28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:</p> <p>A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or</p> <p>B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and</p> <p>C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.</p> <p>28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, theSELLER shall continue performance of the CONTRACT to the extent not terminated.</p> <p>28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by RSGL Against any type of tender nor their offer will be considered by RSGL against any ongoing tender (s) where contract between RSGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination byRSGL to such VENDOR.</p> <p>28.2 Termination for Insolvency The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, providedthat such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.</p> <p>28.3 Termination for Convenience</p> <p>28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination</p>
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		<p>becomes effective.</p> <p>28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:</p> <ol style="list-style-type: none"> to have any portion completed and delivered at the CONTRACT terms and prices, and /or to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.
29	Force Majeure	<p>29.1 Shall mean and be limited to the following:</p> <ol style="list-style-type: none"> War/hostilities Riot or Civil commotion Earthquake, flood, tempest, lightning or other natural physical disaster. Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER. <p>The SELLER shall advise PURCHASER/CONSULTANT 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, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.</p> <p>For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</p> <p>SELLER 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, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.</p>



30	Resolution of Disputes/Arbitration	<p>30.1 The PURCHASER and the SELLER 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.</p> <p>30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.</p> <p>30.3 Legal Construction The Contract shall be, in all respects be construed 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 within Jaipur (Rajasthan)</p> <p>30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the 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 a sole arbitrator. The PURCHASER (RSGL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.</p> <p>In the event of failure of the Seller 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 the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.</p> <p>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 Jaipur.</p> <p>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 Jaipur</p>
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		<p>Seller 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 1996.</p> <p>The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.</p>
31	Governing Language	31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other languages shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.
32	Notices	<p>32.1 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.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
33	Taxes & Duties	<p>33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.</p> <p>33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.</p> <p>33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.</p> <p>33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.</p>



34	Books & Records	34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
35	Permits & Certificates	35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.
36	General	<p>36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.</p> <p>36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.</p> <p>36.3 Recovery of sums due All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.</p> <p>36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice</p>



		<p>the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.</p> <p>36.5 Cut-off Dates No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)</p> <p>36.6 Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.</p>
37	Import License	37.1 No import license is required for the imports covered under this document.
38	FALL CLAUSE	<p>38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.</p> <p>38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:</p> <ol style="list-style-type: none"> Exports by the Contractor/Supplier or Sale of goods as original equipment at prices lower than the prices charged for normal replacement sale of goods such as drugs which have expiry dates. <p>38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:- "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the R S G L</p>



		<p>under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the RSGL under the order.”</p> <p>Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.</p>
39	Publicity & Advertising	39.1 Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.
40	Repeat Order	40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.
41	Limitation of Liability	41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



SECTION – V

SPECIAL CONDITIONS OF CONTRACT – GOODS (SCC - GOODS)



DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section 2 “GCC - GOODS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section 2 “GCC - GOODS”, the meaning ascribed to such term hereunder shall prevail:

1.1.1. Definitions

Bidding Documents shall mean documents issued to the bidder pursuant to documents listed in ITB.

Effective Date shall mean the date on which Seller’s obligations will commence and that will be date of Fax of Acceptance (FOA).

Warehouse / Dump yard / Dump site shall mean a place hired/owned by Owner for the purpose of storing the materials / equipment to be procured.

1.2. Interpretations

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

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

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

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

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

1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser’s obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as ‘Purchaser/Consultant’s’ obligation to the extent the context so means/ requires



2. SELLER'S SCOPE

(GCC - Goods Clause No. 5.0)

2.1 PROCUREMENT OF NATURAL GAS METERS-DOMESTIC FOR CNG & CITY GAS DISTRIBUTION PROJECT AT KOTA GA

- 2.1.1 Seller's scope shall include (a) manufacturing/ supply as per Material Requisition & technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Transportation (i) Loading on truck/trailer & unloading at site and (j) Services, if any, as per MR.

3. PACKING, MARKING AND SHIPMENT

- 3.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 3.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document.

4. DELIVERY SCHEDULE

- 4.1 *Delivery shall be made within 2 year time from date the date of LOA in four to six lots upon receiving instruction/intimation by EIC. for each lot. The delivery period shall be 12 weeks form instruction/intimation by EIC and not completing the delivery with 12 weeks date of instruction/intimation by EIC will be subjected to Price Reduction Schedule (PRS). Prices to be valid till 6 months beyond the last Delivery.*
- 4.2 *RSGL can not assure any firm commitment for procurement of entire quantities in the tender / Annual Rate Contract. After issue of Purchase Order for Annual Rate Contract, instruction/intimation by EIC shall be taken/provided for each & every Lot.*
- 4.3 All goods under the scope of the seller shall be delivered as given in IFB:
- 4.4 Delivery of Goods shall be FOT Site basis. The date of receipt of all components under the respective item of price schedule of supply at designated RSGL's store as per MR shall be considered as date of



delivery.

4.5 Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.

4.6 Price Reduction Schedule (PRS) shall be applicable as per clause 15 below.

4.7 Delivery period as detailed in Clause 4.1 of SCC-Goods, shall be the essence of Agreement and no variation shall be permitted.

4.8 The delivery period shall be reckoned from the date of written intimation /FOA, as applicable as per Delivery Schedule given in IFB.

4.9 ***The delivery location of the material is as indicated in Material Requisition***

5. DESPATCH INSTRUCTIONS

5.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

5.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

6.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

7. LIEN

7.1 Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. RECOVERY OF CUSTOMS DUTY, GST ETC.

8.1 In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately on enforcement of such variation, under intimation to the Contractor.

9. REJECTION

9.1 Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

9.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery

schedule to EMPLOYER.

10. LIMITATION OF LIABILITY

- 10.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11. INSURANCE

The name of the Insurance Company and Policy no. shall be intimated in purchase order.

12. GOVERNING LAW

- 12.1 Laws of India will govern the Agreement and Jaipur courts will have exclusive jurisdiction on all matters related to Agreement.

13. PURCAHSERS'S RIGHTS AND REMEDIES

- 13.1 Without prejudice to PURCHASER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the PURCAHSER, SELLER is not in 4`a position to make up the delay to meet the intended purpose, the PURCAHSER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

14. GUARANTEE

14.1 (AS PER CLAUSE 12 OF GCC-GOODS)

15.1 PRICE REDUCTION SCHEDULE (PRS)

Clause 26.0 of GCC shall stand modified to the following extent:

- 15.1 *In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ 1/2 % of the delayed delivery value (per week of delay or part thereof) maximum upto 5% of the total order value.*

Price reduction schedule to be applicable against individual release order with specific delivery period and not on the total ARC value.

- 15.2 *The value referred in PRS clause is excluding GST.*

16. TERMS AND MODE OF PAYMENT

- 16.1 The terms and mode oof payment is defined in Terms of Payment section.



17. REPEAT ORDER
REFER ITB.

18. ORIGIN OF GOODS
(In partial modification to GCC)

18.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

19. FALL CLAUSE
Fall clause shall be Applicable as per GCC.

20. QUALITY ASSURANCE/QUALITY CONTROL

20.1 The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

20.2 The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

20.3 The Purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

21. PERFORMANCE EVALUATION
REFER ITB.

22. VOID

23. Clause no. 16.0 of GCC shall be appended with the following:

i) All equipments / materials are to be insured by RSGL for transit risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

ii) Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

iii) For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

24. 3rd Para of Clause no. 20 of GCC shall stand modified as per following:-

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of, commissioning of the equipment or twenty four (24)



months from the date of last shipment whichever is earlier, first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

Note: Guarantee clause shall be separately applicable against individual release order with specific delivery period.

25. Point No. 1 of General Notes under Clause no. 12.0 of GCC shall be modified to the following extent: -

For the purpose of Performance Guarantee, total order/Contract value shall be exclusive of GST. Same to be submitted as per ITB & BDS

26. 5th Para of Clause no. 30.4 of GCC, shall be modified as per the following:

“Provisions of (Indian)Arbitration & Conciliation Act, 1996” shall be replaced by “provisions of (Indian)Arbitration & Conciliation Act, 1996 as amended time to time”

27. VOID

28. Other clauses

1) **Failure and termination Clause**

Time and date of delivery shall be the essence of the contract. If the vendor/contractor fails to deliver the entire quantity of materials ordered/ complete the work or a part thereof within the contractual delivery/ completion period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, RSGL may without prejudice to any other right or remedy available to it recover damages for breach of the contract in any manner stipulated hereunder:-

- (a) Recover from the vendor/ contractor an agreed amount towards Price Reduction Schedule and not by way of penalty a sum equivalent to 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof (this is a genuine pre-estimate of damages duly agreed by the parties) which the vendor/ contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period.

It may be noted that such recovery of PRS may be up to 5% of the contract price / of the total quantity of items of materials / equipment which the contractor has failed to deliver within the period fixed for delivery; or

- (b) Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor, of the materials not so delivered or others of a similar description, by serving prior notice to the contractor / supplier without canceling the contract in respect of the installment not yet due for delivery; or



- (c) Cancel the contract or a portion thereof by serving prior notice to the contractor and if so desired, purchase or authorise the purchase of the materials not so delivered or others of a similar description (where such materials exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchases even through the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be solely upto the purchaser to exercise his discretion to collect or not, the security deposit from the firm, on whom the contract is placed, at the risk and expense of the defaulting firm.
- (d) Where action is taken under sub-clause (b) or sub-clause(c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase on the contractor.
- (e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contract price of delayed supplies (whole unit) at the rate of 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the material submitted by the vendor/contractor in accordance with terms of supply order, or otherwise.
- (f) Notwithstanding anything stated above equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

29. DISPUTE RESOLUTION

REFER ITB.

30. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) DGM (Project)
2nd Floor, Skyline Shopping
Rajiv Gandhi Nagar, Kota

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- b) DGM (C&P),



3rd Floor Khaniz Bhawan
Tilak Marg, Jaipur

31. General Conditions

When the materials are dispatched to the consignee intimation must also be given to this effect. Reference to the supply order should invariably be given in all the relevant correspondence.

- (i) The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated there in.
- (ii) Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to purchaser.
- (iii) Packaging must be done considering separate destinations, as per Material Requisition (MR).

32. DESTINATION /STORE

As per MR

In case of change in Delivery Location other than those mentioned in SOR, the freight charges shall be payable based on pro-rata basis considering distance between place of dispatch to new place of delivery OR on actual basis, whichever is lower.

For calculation of freight charges based on pro-rata basis, the average of rates quoted for various locations on per Km basis shall be worked out by considering the distance between place of dispatch to various delivery locations which shall be considered as below:

S.No.	GA	Delivery location
1.	Kota	Central Warehousing Corporation -II, Road No.1 Dakaniya Talav Railway Station, Kota - Rajasthan


33. FORCE MAJEURE

Covid-19 shall be considered as a cause under Force Majeure clause in GCC.

34. ANNUAL RATE CONTRACT CONDITIONS

- i) Purchaser can award to supplier as per Schedule of Rates (SOR) in bid document as & when required during the validity of Contract.

Item wise required quantities and completion period shall be informed to



Seller by purchaser by a firm 'written Intimation'/ 'Release order' against subject Rate Contract during its validity.

- ii) Contract Performance Bank Guarantee (CPBG) shall be applicable as per clause no. 37 of ITB & BDS.
 - iii) Price Reduction Schedule for delay in completion, Guarantee/ Warranty and contract value for Limitation of Liability will be applicable separately for each order (i.e. Release Order).
 - iv) **Purchase against existing Rate Contract:** Purchaser reserves the right to place order up to maximum 50% of the original quantity, during currency of Rate contract, on the Supplier on whom the order was originally placed, on the same terms and conditions of the original order. This shall be in addition to quantities ordered earlier & such order can be resorted for any city.
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PAYMENT TERMS AND MODE OF PAYMENT



1. TERMS OF PAYMENT

The following shall be read in conjunction with Article 21 of GCC (Goods)

1.1 Indian Bidder:

1.1.1 90% of Invoice value with taxes and duties will be paid progressively after adjustment against PRS and against submission of invoice (as per GST Act/ Law) in triplicate along with:

- i) Inspection release note by Purchaser/Purchaser's agency.
- ii) LR/GR
- iii) Documents as specified in Vendor Data Requirement in MR.
- iv) Packing List
- v) Proof of customs clearance including payment of customs duty for imports permitted in the Contract, if applicable.
- v) Dispatch instructions/clearance by purchaser. The invoice (as per GST Act/ Law) shall be raised in the name of Officer-in-Charge, RSGL as per PO.

1.1.2 Balance 10% amount of total Invoice value shall be paid within 90 days after receipt and acceptance of materials at storage yard.

1.2 TERMS OF PAYMENT – SUPERVISION OF ERECTION AND COMMISSIONING, (IF applicable)

100 % (Hundred percent) against monthly bills payable against submission of invoices and time sheets certified by Engineer-in-charges.

2. THE INVOICE SHALL BE MADE AFTER ADJUSTING THE FOLLOWING:

2.1. PRS pursuant to GCC - GOODS Clause 26.0 and SCC (Goods) – Clause 15.1, if applicable.

2.2. Indian agents commission, if applicable.

3. MODE OF PAYMENT

3.1 Payment will be released through E-payment as detailed in ITB.

3.2 Within 45 days after award of order, the Bidder shall furnish a detailed “Billing schedule” separately under different heads for Owner's approval and the Bidder shall raise his invoices accordingly. Such billing schedule shall also be accompanied by their shipment/dispatch schedule.

4. The INVOICE shall be raised in favour of OIC, RSGL as mentioned in PO.

4. DEDUCTION AT SOURCE



- 4.1. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 4.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

5. PAYING AUTHORITY:

In-charge (Finance),
Rajasthan State Gas Limited,
3rd Floor, Khaniz Bhawan, Tilak Marg, C-Scheme
Jaipur.



**Technical Specifications, Scope of Supply/ Material Requisition
(Refer Separately)**



SECTION – VI

SPECIFICATIONS, SCOPE OF WORK AND DRAWINGS AND QAP



SECTION – I

MATERIAL REQUISITION (MR)



MATERIAL REQUISITION

Project : **City Gas Distribution Project at Kota GA.**
Client : **Rajasthan State Gas Limited**

S.No.	Description	Unit	Quantity
	Design, Detailed Engineering, fabrication/ manufacturing, assembly, Inspection (third party inspection by certifying agency along with client/TPI) for supply of Natural Gas Meters including packaging, insurance, handling, transportation, loading / unloading at sites/ designated store, documentation etc. and providing all related services conforming to respective data sheets enclosed with tender.		
A.1	Domestic Gas Meters, type G 1.6 for Left hand side inlet & Right hand side outlet	No.	25000
A.2	Domestic Gas Meters, type G 1.6 for Right hand side inlet & Left hand side outlet	No.	25000

Notes:

1. Bidder must quote for all items of price schedule (SOR) and to be delivered as per Time schedule / completion schedule enclosed with bid.
2. Evaluation & Comparison of bid will be done as per section 1.2 of BEC
3. Inspection - Third Party Inspection as per approved QAP is to be included in the quoted prices- Arranging Third Party Internationally recognized Inspection agencies like SGS, GLISPL, ICS, BVIS, DNV GL, TUV Rheinland (India) Pvt. Ltd., TUV SUD South Asia Pvt. Ltd., TUV India Pvt. Ltd. (TUV Nord Group), Intertek India Pvt. Ltd., Moody International (India) Pvt. Ltd., RINA India Pvt. Ltd., Tata Projects Ltd., Competent Inspectorate and Consultants LLP, ABS Industrial Verification (India) Pvt. Ltd., Engineers India Limited or any other Third Party Inspection agency only with Prior Approval of RSGL for witnessing inspection and testing.

In case of Indian representative/Indian Authorised agent of foreign manufacturer having manufacturing unit outside India, TPI inspection at manufacture's works has to be consider as define above.

RSGL/ TPI representative may carry out inspection at the works of the manufacturer alongwith TPI as required.



TECHNICAL SPECIFICATION

For

DOMESTIC GAS METERS





TABLE OF CONTENTS

1.0	INTRODUCTION
2.0	SCOPE
3.0	GENERAL
4.0	ABBREVIATIONS
5.0	CODES, STANDARD AND LEGAL REQUIREMENTS
6.0	FUNCTIONAL REQUIREMENT
7.0	DATA SHEET - DOMESTIC METERS (G1.6)
8.0	SPECIFICATION FOR RFID TAGS
9.0	INFORMATION SYSTEM
11.0	STATUARY CERTIFICATIONS
12.0	TAMPERING TEST PROCEDURE
13.0	INSPECTION AND TESTING
14.0	MARKING
15.0	POST BID DOCUMENTATION
16.0	PACKING AND SHIPMENT
17.0	LIST OF THIRD PARTY INSPECTION AGENCIES
18.0	WARRANTY



1.0 INTRODUCTION

The intent of this specification is to establish minimum requirements for manufacturing and supply of Domestic Gas Meters required for PNG measurement to domestic customers for City Gas Distribution project in Kota.

2.0 SCOPE

The scope of supply shall cover (but not limited to) supply, design engineering, documentation, manufacturing, testing, inspection, preparation for shipment and transportation of the domestic gas meters. This also including packaging, insurance, handling, transportation, loading /unloading at sites/ designated store, documentation etc. and providing all related services conforming to respective data sheets, this technical specification along enclosed with tender with national / international standards specified.

The bidder's scope shall also include hiring of Third Party Inspection Agency (TPIA) from the list of TPIAs approved by the company for inspection as per approved QAP; refer relevant sections of the bid documents for list of approved TPIAs and QAP.

The supplier shall comply with local statutory regulations of Legal metrology of 2009 and Legal Metrology (Enforcement) rules, 2011. Such natural gas meters shall have compliance and tested in accordance with requirements of PNGRB, Technical Standards & specifications including Safety standards for City or Local Natural Gas Distribution Networks (also known as T4S), BS EN 1359:1999+A1:2006 or 2017 or the latest edition in force / OIML R 137-1 & 2 for Gas Meters standards and as per the requirements of this specification.

3.0 GENERAL

3.1 Definitions

Subject to the requirements of the context, the terms (hereafter listed in alphabetical Order) used in this specification are given the following meaning:

AGREEMENT	Designates the agreement concluded between the CLIENT and the CONTRACTOR, under which the latter undertakes to the former the GOODS and/or SERVICES according to the stipulations which are agreed and specified in the form of an order.
CLIENT / OWNER	Designates the purchaser of the GOODS and/or SERVICES, which are the subject of the AGREEMENT. CONTRACTOR/SUPPLIER Designates the individual or legal entity with whom the order has been concluded by the CLIENT. The term
"CONTRACTOR/SUPPLIER"	may be used indifferently for a supplier, a manufacturer, an erection CONTRACTOR / SUPPLIER, etc.
DAYS - WEEKS – MONTHS	Specify the number of calendar days, weeks or months and not of working days, weeks or months.

CLIENT'S REPRESENTATIVE Designates the individual or legal entity to which the



CLIENT has entrusted various tasks in relation with the carrying out of his PROJECT

GOODS and/or SERVICES	Designate, depending on the case, all or part of the drawings or documents, substances, materials, materiel, equipment, structures, plant, tools, machinery, to be studied, designed, manufactured, supplied by the CONTRACTOR/SUPPLIER under the AGREEMENT, including all the studies, tasks, works and services specified by the order. The Terms GOODS or SERVICES may by indifferently used one for the other as required by the context.
PROJECT	Designates the aggregate of GOODS and/or SERVICES to be provided by one or more CONTRACTOR/SUPPLIERS.
CUSTOMER	Party or Individual that engages owner for PNG supply service

3.2 Review & Approval:

Whenever Client and/or Client's Representative's review and approval is requested on a document to be submitted by the Contractor / Supplier or before an action is implemented by the Contractor / Supplier, such review and/or approval shall always be requested in writing by the Contractor / Supplier to the Client and/or the Client's Representative's before any action subject of this review and/or approval is taken. Client and/or Client's Representative's approval shall always be given in writing.

3.3 REFERENCES:

Unless otherwise specified, the latest editions of the standards mentioned herein this specification including all addenda and revisions shall apply. All pressure values mentioned in this specification are in gauge.

4.0 ABBREVIATIONS

PNGRB	:	Petroleum and Natural Gas Regulatory Board
BS	:	British Standard
EN	:	European Standard
DVGW	:	Deutscher Verein des Gas- und Wasserfaches e.V.
RF	:	Radio Frequency
RFID	:	Radio Frequency Identification
TPIA	:	Third Party Inspection Agency
WPC	:	Wireless Planning & Coordination Wing
AMR	:	Automatic Meter Reading
ATEX	:	Atmosphere Explosibles (French: Explosive Atmospheres)
MIU	:	Meter Interface Unit
OEM	:	Original Equipment Manufacturer
MOP	:	Maximum Operating Pressure
QAP	:	Quality Assurance Plan
TPIA	:	Third Party Inspection Agency
PO	:	Purchase Order
DO	:	Delivery Order
CDD	:	Contractual Delivery Date



FTP : File Transfer Protocol.
 OIML : International Organization of Legal Metrology (OIML)

5.0 CODES, STANDARD AND LEGAL REQUIREMENTS

All meters shall comply with the requirements of PNGRB guidelines. In case of dispute between PNGRB and other codes, PNGRB guidelines shall prevail. Below mentioned standards shall be complied by the Bidder.

The vendor shall furnish (along with the technical bid) a copy of the approval documents, certificates (in English language only) for each of the offered model, for compliance to the requirements of following standards:

- BS EN : 1359:1999+A1 Amendment 2006 or EN 1359-2017 or latest edition in force.

(The certificate as per 1359:1999+A1 Amendment 2006 valid as on bid due date than only it will be accepted; otherwise certificate in compliance to EN 1359-2017 has to be provided)

- ATEX : 94/9/EC Directive.
- IEC 60529 : Degrees of Protection Provided by Enclosure
- ANSIB1.20.1 : Pipe Threads
- ISO 27001 : Information security standards.
- PNGRB : T4S standard
- W&M : Weights and Measure India
- OIML R 137 1&2 : International Organization of Legal Metrology standard for Gas Meters

Mandatory Requirements for Domestic Gas Meters: (To be submitted along with bid)

- a) Meters shall have compliance to the test requirements of EN 1359: 1999+A1:2006 Or EN 1359-2017 or the latest edition in force for Domestic Diagram Gas Meter /OIML R 137-1 & 2 for other type of Gas Meters as per PNGRB regulatory requirement (refer T4S).
 - b) Product Certification Type Approval/ Type Compliance/ Type Examination as per EN 1359-1999+A1:2006 OR EN 1359-2017 or the latest edition in force for Domestic Diagram Gas Meter / OIML R 137-1 & 2 for other type of Gas Meters as per PNGRB regulatory requirement (refer T4S) issued by a notified body /agency accredited by UKAS or any Member of European co-operation for Accreditation (EA). The certificate shall be submitted along with Bid.
 - c) For Indian manufacturer Valid Model approval, Valid License for manufacturing, Valid License for Sales& Services certificates from Legal Metrology Department - Weights and Measures, India for domestic meter (G 1.6) shall be submitted along with bid. All the weights and measures approval should also be valid for the period during which the meters are to be supplied. For Foreign Manufacturer Model approval & importing license for domestic meters import to India from W&M India issued to the Foreign Manufacturer or representative as mentioned in the certificate shall be submitted along with bid.
-
- d) Bidder shall submit an undertaking that the diaphragm meter supplied by them shall perform within the accuracy limits prescribes by EN 1359-1999+A1:2006 / EN 1359-

2017 / latest edition in force, for a period of 10 years from the date of Installation / for a period of 10 years after 3 months from date of supply whichever earlier.

- e) Type approval certificate for degree of protection (as specified) as per IEC 60529.
- f) ANSIB1.20.1 Pipe Threads (End Connections (Two- pipe version) of meter inlet and outlet confirming / according to ANSI B1.20.1 (NPT and NPTF pipe threads - dimensions)
- g) PESO approval for MIU/AMR of Meter. (As applicable)
- h) ATEX certificate for electrical/electronic items conforming to Zone2, IIB hazardous area use requirement. (As applicable)

All certificates duly verified by renowned Third Party Inspection agency like Lloyds, ABS, SGS, TUV, DNV, BV, Engineers India Limited, or any other Third Party Inspection agency only with prior approval of (Client) /PMC.

6.0 TECHNICAL SPECIFICATION – DOMESTIC GAS METERS

- I. Domestic Gas Meters of size G1.6 (Qmax 2.5 m³/hr; Qmin 0.016 m³/hr), having rangeability of 1:150 or better, for usage for metering of natural gas at a normal operating pressure of 21mbar (g) for domestic customers and maximum operating pressure of up to 200 mbar (g); design pressure 500 mbar (g).
- II. All meters shall be of compact size (As meter has to be used in domestic applications, bidder has to offer the meter with proper cyclic volume size & meeting all the requirements including accuracy), confirm long term accuracy and reliability, robust, maintenance free.
- III. Domestic gas meters shall be G1.6 type. Higher size meter (above G 1.6) meeting the minimum flow requirement and having certification from W&M also acceptable. The meter capacities shall be as indicated in the technical datasheet.
- IV. Index shall be compatible for implementing automatic meter system and preferably be factory fitted with Meter Interface Unit.
- V. Meter shall be painted with electrostatic spray epoxy paint or Polyester powder coating and the paint shall be of approved color and quality.
- VI. The meters shall have corrosion resistant powder coated (inside and outside) of the steel casing.
- VII. Enclosure protection of all meters shall confirm to IP-54 (as per IEC 60529) or better.
- VIII. Metering equipment shall be sealed and shall be able to prevent seal tampering.
- IX. All Meters shall have in-built reverse flow & reverse count restrictor.
- X. The meters shall be supplied with all mounting accessories i.e. metal seal wire, screws, wall-mounting brackets not less than 25 mm width and 5 mm thickness. End connection shall be protected by Plastic caps.
- XI. All the Meters shall be tested for external leak tightness and resistance at 1.5 times the design pressure.



XII. Refer Data sheet of Domestic Gas Meter enclosed separately.

Automatic Meter Reading System:

The meter shall be equipped with a mechanism to enable retrofitting of a Meter Interface Unit for Remote / Automated Meter Reading System. For this purpose, the pulse generating mechanism shall be in-built into the meter and shall be based on proximity sensor magnetic or inductive principle and should remain unaffected by an external magnet (of any capacity) to the best extent possible during the remote meter reading. During the inspection of the gas meters at the works of the manufacturer by client/PMC, the vendor shall carry out tests to demonstrate that the gas meters are capable of generating pulses, compatible with an AMR system and AMR reading is not affected by external magnet of any capacity. Any Diaphragm meters with magnetic pulse principle with a magnetic tamper alarm are acceptable subjected to any tempering event by any capacity magnet; alarm has to be generated and recorded in the system and AMR. For demonstration; necessary arrangement has to be made by the vendor during inspection. (Refer clause no 7.15).

Domestic Gas Meters must be suitable for retrofitting of AMR in future and communication with any technology such as RF (walk-by/fixed) / GPRS / LORA/LPRF or similar meeting the requirement.

7.0 INSPECTION, TESTING AND QUALITY ASSURANCE

The Vendor shall provide details of their quality assurance procedures during the assembly of the units and for final inspection as per Inspection Plan. RSGI reserves the right to visit the Supplier's facilities without prior notice, and inspect test records and witness assembly and testing in progress.

- 7.1 Inspection shall be carried out as per the approved Technical Specification, Inspection Plan/QAP meeting EN 1359 / OIML requirements.
- 7.2 Vendor shall submit QAP to Client / PMC for approval as per given format with minimum requirements as specified.
- 7.3 For any control, test or examination required under the supervision of PMC / TPIA / Owner/ Owner's representative, later shall be informed in writing one (1) week in advance by vendor about inspection date and place along with production schedule.
- 7.4 The Vendor shall provide calibration certificate and accuracy at MAOP of the Domestic Gas Meter for the following flow rates(As per EN 1359 latest / OIML):
- | | | |
|-----------|---------------|-----------|
| Q_{MIN} | $0.1 Q_{MAX}$ | Q_{MAX} |
|-----------|---------------|-----------|
- 7.5 Vendor shall hire Third Party Inspection Agency (to be approved by the Client) to perform inspection work all inclusive in quoted price. This agency shall inspect all the equipment/material and issue all inspection certificates/reports as per specifications and codes. Client / PMC may also do Inspection by along with TPI appointed by bidder.
- 7.6 Inspection as per approved QAP shall be performed / witnessed / carried out on each lot by a Third Party Internationally recognized Inspection agencies like Lloyds, ABS, SGS, TUV, DNV, BV, Engineers India limited or any other third party inspection agency only



- with prior approval of client, for witnessing inspection and testing as required. Indian agent / Indian representative supplying the materials from their foreign manufacturer's works shall also include third party inspection at foreign manufacturer's works as defined above.
- 7.7 Vendor shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test/ inspection reports, Accuracy test report for individual meter, as per Technical Specification and specified code for 100% material, at the time of final inspection of each supply lot of material.
 - 7.8 Review of calibration certificates for all the measuring instruments at the time of inspection, i.e., used for checking and testing, along with the Master calibration certificate of the measuring instruments from which the instruments is calibrated.
 - 7.9 Third party inspection agency appointed by bidder shall carry out inspection during final inspection at the works of the manufacturer and submit all original test / inspection reports with released note for review of client/ PMC. In case of Indian agent/ representative supplying materials from their foreign manufacturer's works; third party inspection shall be carried out at manufacturer's works only and submit all original test/ inspection reports with released note for review of client/ PMC.
 - 7.10 PMC or client /their representative may also join along with TPI (appointed by bidder) during the inspection. At least 15 days advance intimation shall be given for such inspection call along with the name of approved Third Party Inspection agency as suggested below.
 - 7.11 All meters should be sealed properly by the manufacturer after final inspection clearance and before dispatch. Meters found in an unsealed condition will not be accepted.
 - 7.12 If the performance of any of the sample meter/AMR is not in compliance with the acceptance norms of the respective standards then that the lot of respective item will be rejected.
 - 7.13 Vendor should furnish QAP in line with EN 1359:1999+A1 2006 or latest standard for domestic diaphragm gas meter as per format attached with the tender (Sample only). For Other type of Domestic Gas meter QAP shall be furnished for approval meeting OIML requirement.
 - 7.14 Even after third party inspection, client/Inspector reserves the right to select a sample of Domestic Meters randomly from each manufacturing batch and have these independently tested. Should the results of these tests fall outside the limits specified in Technical specification, then client/Inspector reserves the rights to reject all production supplied from the batch.
 - 7.15 2% or maximum 05 no's randomly selected meters by Client/PMC shall be sent to FCRI for verification and testing as per approved QAP during the contract period (will be in under Client's scope). If any meter failed to meet desired result will be rejected, and additional double sample will be tested at FCRI in presence of Client /PMC. If the second time meter again fails to meet the desired result, then complete lot will be rejected and all payment made against that lot (if any) shall be recovered along with all expenditure for testing at
The testing at FCRI of sample meters from the particular batch / every batch will be sole discretions of client. However manufacture who is having following valid certificate; inspection at FCRI only if client wants further verification / compliance of supplied meter:



- a) MID - D approval for the testing and manufacturing setup
- b) MID – B approval for design

However if manufacture not having above certification; factory testing facilities evaluate and certified by traceable recognized calibration & testing agency / Third Party Inspection cum assessment agency as define in tender as per the EN 1359 /OIML standard compliance shall be provided by the manufacturer.

7.16 The Inspection cover the test listed in EN1359 latest and shall not limited to the following:

- a) Visual : Facia Plate marking, Arrow marking, Meter Index reading, Seal, Construction & Workmanship, Colour & appearance
- b) Dimensional: Meter Size, End connections (threading), Centre to centre distance of inlet & outlet connection, Powder coating thickness
- c) Fitment & alignment
- d) Calibration : 3 point calibration (Q_{min} , $0.1Q_{max}$, Q_{max}), Accuracy testing
- e) Functional & Operational tests : Total mean pressure absorption, Pressure (max Pressure & operation pressure), Max. Flow, Meter Index, Valve (for commercial meters only)
- f) AMR functioning, Handheld unit functioning, Mobile device functioning, Data Concentrator Functioning, Data communication / exchange
- g) Leak Test : Body Leak Test
- h) Physical properties / Chemical analysis : Body & internal parts
- i) Enclosure protection : IP certification for Meter
- j) Approvals : Fire resistance type approvals, W&M approval, PESO approval

7.17 **Tampering test procedure (For the meter using magnetic pulse with MIU/AMR)**

MAGNETIC TAMPERING: The meter under test (Gas meter as offered by the bidder) shall be connected via pulse reader.

Following steps are to be followed for the tampering test:

- o STEP-1: Meter under test & Master meter index shall be synchronized with each other before test.
- o STEP-2: Apply some flow into the meter under test & check both Meter under test & Master meter index value. At least the test should be conducted for 20 pulse & both Index should increase equally.
- o STEP3: Now put the magnet (any small capacity & up to 0.2 Tesla) on pulsar and apply same above procedure as given in STEP2. (Apply some flow into the meter & check both the Meter under test & Master meter index value. At least the test should be conducted for 20 pulses & both indexes should increase equally).
- o Step 4: Remove the magnet from pulsar. (Apply some flow into the meter & check the both (Meter under test & Master meter) index value. At least the test should be conducted for 20 pulse & both index should increase equally).

— At the end if the Index value of both the Meter under test & Master meter matched after all above mentioned steps, it will be concluded that there is no impact/tamper for external magnet. Hence offered meter is acceptable.



7.18 Procedure for AMR Compatibility Test

After the MIU is installed and wired properly on the meter follow these steps to verify that the AMR is working properly:

- a) Check the mechanical index reading and the reading on the MIU or at the Server are same.
- b) Check the serial number on the meter body, communication device and server are the same.
- c) Now move the meter index by blowing air or with the help of low pressure instrument air for minimum one meter cube,
- d) Check the variation on the index, MIU, handheld device and on the server.
- e) If the increments on all the places are same then it is demonstrated that the communication is established.

7.19 Procedure for Tamper Alarm Test

Tamper Alarm will be conducted along with Calibration of test for Accuracy of Registration testing. Once the meter passes the calibration test at Q_{min} , Q_{max} , and at $0.1Q_{max}$ flow rate, then the following tests will be conducted on the same apparatus:

- a) Ensure that the communication is established between the MIU of AMR meter with Bidder's proposed server.
- b) Once the communication is established, bring a magnet (up to 0.2 Tesla) near the meter index and keep it there till at least one meter cube of air is passed through it. Tamper alarm should be generated and if the alarm is not generated meter shall be considered as technically not qualified.
- c) Try to remove the MIU from the meter by breaking the seal on removal of MIU the system shall generate alarm for the same and if the alarm is not generated meter shall be considered as technically not qualified.
- d) Go back to step (a) again, if required.

7.20 REJECTION CRITERIA

- a) Not having Valid W&M India certificates for model approval, Manufacturing Sales & Services for Indian manufacturer and Model approval with Import license for foreign manufacturer at the time of bid submission and at the time of supply. For AMC contract; the validity must be for the entire tenure of AMC.
- b) During the Shop Testing any meters fail to meet the desired result as defined in the datasheet shall stand rejected. For sampling plan refer IS 2500: 2000 (or latest) standards.
- c) During independent tested for compliance with Technical Specifications like dimensional tolerances, leakage testing, performance, accuracy, retrofitting AMR functioning, AMR meter reading tampering etc. Should the results of these tests fall outside the limits specified technical specification, then (Client) /PMC reserves the rights to reject all production supplied from the batch.

8.0 MARKING



8.1 Each gas meter shall be marked / provide label in legible characters, which are permanently visible in accordance with BS EN 1359:1999+A1 Amendment 2006 or 2017 or latest in force for Diaphragm Gas Meters or as per given below for other Gas Meters:

- Name and logo of the manufacturer, along with the model
- Name and Logo of Client
- The serial number and month and year of manufacture
- EN 1359- Type approval Mark & Number / or as applicable for Other meter
- approval number issued by Department of Legal Metrology (W&M) (Govt of India)
- Maximum Flow Qmax and minimum flow Qmin (For Metering Units)
- Maximum operating pressure
- Nominal Value of Cyclic Volume.
- Ambient Temperature Range
- Gas Temperature Range
- Number and date of EN standard
- Accuracy Class of the meter.
- Direction of flow
- Sticker for safety information on front side of the body of meter

8.2 Client Logo on each of the Meter. Client unique serial number to be marked on the meter as per the standard procedure which will be communicated to the successful bidder. Vendor shall ensure that there is no repetition of serial numbers & each meter shall be given unique serial number.

9.0 PACKING AND SHIPMENT

Supplier shall mention the Packing size to ensure uniformity in delivery conditions of the material being procured. Vendor shall submit the packaging details during offer and also complied with at the time of delivery.

- I. The total packaging system shall be such that it will not get damaged / unintentionally opened during handling, transportation and storage of the boxes. Each device shall be sealed properly before dispatch, such that the factory setting cannot be changed on site.
- II. The box containing the individual gas meter shall contain the details of the installation and servicing operating instructions, and the same shall be written in English language. They shall include all relevant information and following in particular:
 1. Instruction manual and Test certificates
 2. Installation, Operation and servicing
 3. Mounting position & instruction
 4. The maximum and minimum operating temperatures
 5. Maximum operating pressure
- III. Each of gas meters shall be protected with plastic end caps on the inlet and outlet end connections of the gas meters. Meter should individually packed in a transparent plastic cover (of adequate thickness) to protect the meter from ingress of dirt and water. The meters individual box and packed in such a way to prevent movement during transit. The type of packing of each of the gas meter shall be such that it provides adequate protection against any damage to the meter.



- IV. Each of the boxes of individual gas meter shall be closed / sealed appropriately with a tape, and packing and strength of the box shall be such that same does not get opened or damaged during handling and storing of the same. A set of 4-5 Nos. (Or as deemed suitable by the manufacturer) of individual gas meters shall be packed in a larger box / carton and contents of (larger) box / carton, viz. Description of the gas meter and total quantity of gas meters (in the box), shall be clearly and specifically mentioned (in English language only) on each of the (larger) box as under:
1. Name of manufacturer
 2. Description of material
 3. Purchase Order No.
 4. Total quantity (inside the box)
 5. Date of inspection
- V. The Manufacturer has to ensure that the Inspection Agency apply their mark (stamp / sticker/ embossing applicable as per inspection cum dispatch released certificate) on each box ensuring above mentioned information before dispatch.
- VI. The calibration certificates of each item shall be enclosed within the package box. Each package box shall be tagged with the purchase order number (unique identification is required). The package box shall be suitable for Inland transport or seaworthy (if imported). Necessary precautions and pre-requisites shall be considered by supplier for package delivery to the concern client site / location / workshop.
- VII. In order to facilitate a proper storing of the gas meters, the maximum number of such boxes that are permitted to be stacked one upon the other shall also be clearly and legibly mentioned on the box.
- VIII. Meter mounting accessories like metal seal wire, screws, wall-mounting brackets shall be packed separately and delivered as per dispatch lot of meters.

10.0 LIST OF THIRD PARTY INSPECTION AGENCIES

- Tata Projects Ltd.
- Bax Counsel Inspection Bureau Pvt. Ltd.
- Germanischer Lloyd
- ABS Industrial Verification Ltd.
- Certification Engineers International Ltd.
- Dalal Mott MacDonald
- International Certification Systems
- Lloyd Register
- Det Norse Veritas (DNV)
- Bureau Veritas (BV)
- TUV SUD /NORD group
- EIL
- CEIL
- SGL

11.0 WARRANTY

Warranty period shall be twelve (12) months from the date of commissioning of the equipment or twenty four (24) months from the date of receipt of material at client's



stores whichever is earlier. If any defects found in the meter during the warranty period, the meter shall be replaced by the supplier without any cost and time implication to client.

12.0 DOCUMENTS TO BE FURNISHED:

- I. This is a “ No deviation” tender; however for any specify deviation or variations in offer from specified standard & acceptance as per contract shall be at the sole discretion of client/PMC.
- II. Following Documents (in English language only) to be submitted with technical bid:
 - a. Approval certificates against specified standard duly verified by TPI.
 - b. Details of manufacturers' quality plan, QA / QC procedure and ISO certification.
- III. Along with shipment of materials the vendor shall furnish a copy of the following documents:
 - a) Test certificates confirming the accuracy of registration of each meter in accordance with the requirement of standard.
 - b) Performance & material test certificate and results of all the tests that are carried out in accordance with specified standard & as per manufacturers' quality control procedure and any other relevant certificate as per client/ PMC equipments.
 - c) Certificate of compliance against specified standard for all meters along with supply and inspection release note issued by third party inspection agency /PMC /client.
- IV. Following is the list of documents required to be sent to (Client) / PMC along with each lot of Gas Meters **(2 sets hard copy & 6 sets of soft copies in CDs)**:
 - a) Performance specification and test certificates, test certificates for material properties and chemical composition, calibration certificates of 100% quantity of supplied Meter, internal & final test reports, handling instruction etc.
 - b) GA & Construction drawings, Dimensional & section drawing, Material specifications and technical data sheets, Testing, calibration & Inspection procedures, QAPs. (In English language only)
 - c) Installation, operation, maintenance, recommendations and instruction manual in detail with Catalogue and technical literature of domestic meters in English
 - d) Any other relevant documents required by (Client) /PMC.
 - e) Inspection certificate, material compliance certificate, packing list, released note
 - f) In the final documents, copy of PO/ FOI, Inspection Certificate and Inspection Testing Report of each lot, Dispatch / Receiving details, Guarantee/ Warranty Certificates etc. shall be provided in 2 sets (Hard Copy) and 6 Sets in CD (Soft Copy).

13.0 DATA SHEET – DOMESTIC GAS METERS (G 1.6)



Note: Refer various clauses of Technical specifications related to statutory / standards requirements, Inspection, Marking and Packaging, furnished the relevant documents along with the offer / detailed engineering for compliance of data sheet and specifications for Domestic meters.

Complete details with product catalogue, mounting instructions, Weights & Measure certificate, import certificate (in case of foreign manufacturer) and location of meter manufacturing, calibration certification of each meters and test bench valid at the time of testing and calibrations, valid certification as per PNGRB regulatory requirement shall be submitted along with bid. Any non compliance found at the time of inspection, strict action shall be taken against the manufacturer as per the terms and condition of contract. Warranty as per the terms and condition of the contract shall be provided.

Domestic Gas Meter		
General Process Conditions	Service	Natural Gas Meter
	Type	Any technology suitable for Domestic Gas Metering of flow capacity / size / accuracy as defined in data sheet & MR (Note -1)
	Reference	Compliance as per EN 1359: 2006 / EN 1359:2017 / latest edition in force for Diaphragm Gas Meter / OIML R 137-1 & 2 for Gas Meters; PNGRB requirement (refer T4S) specification
	W & M India certificate	Required must be valid at the time of bid submission & valid till the contractual tenure
	Installation	Suitable for outdoor/Indoor Installation, Hot and Humid ambient condition, tamper proof and corrosion resistant for a life period of minimum 10 years; suitable for smart meter by retrofitting of AMR/MIU. (Bidder to confirm)
	Make & Model number	By vendor
	Orientation	Left side inlet & Right side outlet - quantity as per MR/SOR of tender Right side inlet & Left side outlet - quantity as per MR/ SOR of tender
	Mounting	Wall mounted
	Flow/ Service	Qmax: 2.5 m ³ /hr, Qmin: 0.016 m ³ /hr or better, Qty. : As per MR
	Accuracy	Class 1.5, $\pm 3\%$ (Q _{MIN} to 0.1Q _{MAX}) ; $\pm 1.5\%$ (0.1 Q _{MAX} to Q _{MAX})
	Rangeability	150:1 or better
	Calibration	3 Points Covering Qmin, 0.1 Qmax & Qmax as per EN 1359: 2006 / EN 1359:2017 / or latest edition in force/ OIML R137 (Latest)
	Cyclic Volume	Minimum (Vender to specify)
	Normal Working Pressure	0.02 bar (g)
	Max. Working Pressure	0.038 bar (g)
	Design Pressure	0.5 bar (g)
	Max. Allowable pressure Drop	2 mbar
	Density Kg/Sm ³	0.707 to be confirm during detailed engineering
	Operating Temperature	0°C to 45°C Design 50 °C
Body	Case work/ Body	Suitable for outdoor/Indoor Installation, tamper proof and corrosion resistant powder coated. Suitable clamp



		for mounting not less than 25 mm width & 5 mm thickness steel casing
	Coating & painting	Powder coating & epoxy painting
	Corrosion protection	Suitable coating on inside and outside of casing.
	End Connections (Two pipe version)	20 NB NPT(M) inlet and outlet confirming to ANSI B1.20.1 (In case the end connections are differing, bidder to provide suitable adapters of same material of meter or Brass and approved quality to meet the specified end connections)
	Fire resistance	As per EN 1359: 2006 / EN 1359:2017 / or latest edition in force or equivalent
Index	Max. Index reading	Minimum Eight digit : 99999.999 Index with auto reset facility
	Meter interface Pulse output type	Inductive / Magnetic
	Unit	CM (Cubic meter)
	Marking on index dial	(Client name) with Logo and other details as per specification
	Ingress protection	IP54 or better (as per IEC 60529)
Internals	Diaphragm	If quoted Diaphragm meter then material shall be Polyester fabric coated for an endurance life cycle as per EN 1359: 2006 / EN 1359:2017 / or latest edition in force Other Gas Meter - endurance life cycle - OIML R137 standard
	Valve between inlet & Outlet	Optional / Accepted with or without valve
	Power supply to Meter Internal valve	If required through MIU battery; Smart metering requirement – Post paid meter (As applicable)
	Centre to centre distance between inlet and outlet connections	To be suitable for 110 mm (To be specified by vendor)
	Other internals	All meter internals shall be Tamper proof & non-metallic to prevent from tampering with any magnet of any capacity
Others Requirement	Leak Testing	Meter pressurized with air at 1.5 MAOP of the meter, immersed in water for observance of Leakage
	Sealing arrangement	Provision to be made by vendor
	Marking	Required as per approval / certification and other details as per specification
	Reverse flow deterrents	Reverse count restrictor to be provided. Reverse rotation of index is not allowed.
	RFID Tag	Not required
	MID type approval	Optional (Module B & Module D)(Accepted With or Without MID type approval)

Note:

1. The supply meter should be suitable for taking meter reading manually at sites of installation throughout the life of meter (i.e. 10 year) without any external



communication/ metering system and making smart meter in future by retrofitting AMR/MIU/ external communication / metering system.

2. For Domestic Diaphragm Gas Meter Compliance to BS EN : 1359:1999+A1 Amendment 2006 or EN 1359-2017 or latest edition in force shall be provided. ***(The certificate as per 1359:1999+A1 Amendment 2006 valid as on bid due date than only it will be accepted; otherwise certificate in compliance to EN 1359-2017 has to be provided)***
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QUALITY ASSURANCE PLAN FOR DOMESTIC GAS METER (SAMPLE)

Project:
LOA No. :
Client :
Consultant : PMC Name
Manufacturer:
Vendor:
QAP No. : by Vendor
Rev. No.:
Date:

S.No.	Characteristics / Description	Type of Test	Category	Extent / Quantum of Check	Ref. Doc. & Cl.no.	Acceptance Criteria / Norms	Format of Records	Scope			Remarks
								Manufacturer	TPIA	PMC / Client	
1	External Leak Tightness		Test	100%	BS EN 1359: Latest, Clause No. 6.2.2	Conforming to Tender Technical Specifications and BS EN 1359:1999 +A1:2006 or latest	Manufacturer Inspection Report / Laboratory Test Report in compliance to EN 1359 Latest	P	W	W/R	100% Inspection by Manufacturer and 1 % Inspection by TPIA
2	External Soundness Test		Test	100%							
3	Calibration of Test for Accuracy of Registration Testing	At Qmin Flow Rate	Test	100%	BS EN 1359: Latest, Clause No. 5.1						
		At Qmax Flow Rate	Test	100%							
		At 0.1 Qmax Flow Rate	Test	100%							
4	Pressure Absorption Test	~	Test	100%	BS EN 1359: latest, Clause No. 5.2						
5	Dimensional Inspection	Centre to Centre of End Connections	Visual	100%	Technical Tender Specification						
		Inlet & Outlet End Connection Size and Threading	Visual	100%							
6	Visual Inspection	Fascia Plate Marking	Visual	100%							
		Powder Coating Thickness (Min. 40 micron)	Visual (Use DFT Meter)	100%							
		Index Reading	Visual	100%							
		Arrow Marking	Visual	100%							
		Colour & Appearance	Visual	100%							
	Marking & Packing	Visual	100%								
7	Mechanical & chemical properties of Body Casing				As per manufacturer's MTC						
8	Verification of casing thickness recorded against resistance to internal pressure test (type test report)	Verification to be done by using standard thickness measurement instrument. (tolerance of ±0.05 mm)		1 No. per each batch of casing material	As per type test approval certification obtained against resistance to internal pressure test						
9	Fire Resistance i.e. Resistance to High Temperature Test	~	Test		BS EN 1359:Latest, Clause No. 6.5.5						
10	Calibration Report for all measuring instruments	~	Visual		~						
11	AMR Compatibility Test	~	Test		Technical Tender Specification/approved QAP/ Procedure						
12	Magnetic Tampering Test	~	Test		Technical Tender Specification/approved QAP/ Procedure						
13	Approvals : Fire resistance type approvals, W&M approval, PESO approval, Ingress Protection	~	Doc review		Technical Tender Specification/approved QAP/ Procedure						

LEGENDS: R - Review, W - Witness, P - Perform, TPIA - Third Party Inspection Agency

Single Sampling Plan with 1% AQL				
Normal Inspection- Level 1 (AS per IS 2500)				
S. No.	Batch Size	Sample Size	Acceptance Number	Rejection Number
1	2 to 500	20	0	1
2	501 to 3200	50	1	2
3	3201 to 10 000	80	2	3
4	10001 to 35000	125	3	4
5	35001 to 150 000	200	5	6

Note:

1)	The above mentioned testing and acceptance criteria are minimum requirements; however, supplier shall ensure that the product also complies the additional requirements as per technical specifications and data sheets.
2)	The supplier shall submit their own detailed QAP prepared on the basis of the above for approval of Owner / Owner's representative and indicate name of approved TPIA.
3)	TPIA/PMC/Client shall have right to inspect minimum 10% of all manufacturing activities or as specified above.
4)	TPIA along with Owner / Owner's representative shall review / approve all the documents related to QAP / Quality Manuals Drawings etc. submitted by supplier.
5)	TPIA shall also review the test certificates submitted by the manufacturer.
6)	Supplier shall in coordination with sub vendor shall issue detailed production and inspection schedule indicating the dates and the locations to facilitate Owner / Owner's representative to organize Inspection.
7)	Supplier shall submit meter index format duly signed and stamped.
8)	TPIA shall review all the reports 100%
9)	All measuring instruments shall be duly calibrated at the time of inspection.
10)	Calibration certificates of all measuring instruments shall be reviewed by TPIA at the time of inspection, along with Master Calibration Certificate (from NABL for India or Similar Lab from outside India) of the measuring instruments from which the instrument is calibrated. The same shall be submitted along with submission of inspection report , and the same shall be traceable to national / international standards. The Master Calibration Certificate shall be checked as a must at the time of inspection and submitted along with the inspection report.
11)	After satisfactory inspection, TPIA to apply their mark (stamp / sticker / embossing etc.) on each gas meter for testing. TPIA has also to apply their mark with unique identification (e.g. stickers which cannot be removed / embossing / stamp along with details such as batch no., date of manufacture, serial no.) on the outer box / gunny bags carrying the inspected materials after verifying the information mentioned in the Technical Tender Specification.

By Manufacturer	By Contractor	By Client/ TPIA
(Name / Signature / Date / Stamp)	(Name / Signature / Date / Stamp)	(Name / Signature / Date / Stamp)





SECTION – VII

SCHEDULE OF RATES (SOR)



SCHEDULE OF RATE FOR SUPPLY OF DOMESTIC GAS METERS ON ARC BASIS

TENDER DOCUMENT REF. NO.-RSGL/KOTA//PROJ/C&P/2024-25/NIT-12 dated 03-01-2025

Name of Bidder:

SOR ItemNo.	Description of item	Unit	Qty.	HSN CODE	Unit Rate (Ex-works Price including packing and forwarding)	Unit Inland transportation upto Delivery location and other costs incidental to delivery of goods	GST (Note 1 below) on finished Good (Col No. 5)		GST (Note 1 below) on Inland Transportation (Col No. 6)		Unit FOT site priceincl. all taxes & duties & inland transportation	Total FOT site price incl.all taxes & duties & inland transportation	
					INR/Unit	INR/Unit	%	INR	%	INR	INR	INR	
(1)	(2)	(3)	(4)		(5)	(6)	(7A)	(7B)	(8A)	(8B)	(9)=(5)+(6)+(7B)+(8B)	(10)= (9) * (4)	
	Domestic Gas Meters - Design, Detailed Engineering, fabrication/ manufacturing, assembly, Inspection (third party inspection by certifying agency along with client/PMC) for supply of Natural Gas Meters including packaging, insurance, handling, transportation, loading / unloading at sites/ designated store, documentation etc. and providing all related services conforming to respective data sheets enclosed with tender.											In figures	In Words
1	Domestic Gas Meters, type G 1.6 for Left hand side inlet & Right hand side outlet	Nos.	25000										
2	Domestic Gas Meters, type G 1.6 for Right hand side inlet & Left hand side outlet	Nos.	25000										
3	GRANT TOTAL AMOUNT IN FIGURES												
4	GRANT TOTAL AMOUNT IN WORDS												
NOTE													
N-1	IN CASE OF INTRASTATE SUPPLY, RATE OF GST MENTIONED ABOVE SHALL BE DIVIDED INTO CGST & SGST/UTGST EQUALLY FOR EVALUATION AND ORDERING.												

N-2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the unpriced Price Schedule. Bidders to submit Price part of above Price schedule in their Priced Bid and Unpriced part
N-3	RSGL can not assure any firm commitment for procurement of entire quantities in the tender / Annual Rate Contract. After issue of Purchase Order for Annual Rate Contract, instruction/intimation by EIC shall be taken/provided for each & every Lot.
N-4	Bidder shall furnish prices/details as above, in accordance with various clause of ITB/SCC
N-5	Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected.
N-6	Quoted prices are firm and fixed till complete execution of the entire order.
N-7	Transportation charges & applicable GST to be quoted in "SOR-Transportation" sheet of Price schedule/ Schedule of Rates.
N-8	Item-wise list & quantity for start-up & commissioning spares, if applicable, shall be furnished by the Bidder other than those already mentioned in MR . Start-up & commissioning spares, if applicable,
N-9	Bidder confirms that he has noted the contents of the price schedule, price schedule, bid document, material requisition and quoted his prices accordingly without any deviation.
BIDDER'S NAME :	
BIDDER'S SIGNATURE:	
COMPANY'S NAME:	
SEAL:	