



Rajasthan state Gas Limited

(A JV of RSPCL and GAIL Gas Limited)

2nd Floor, Khaniz Bhawan

Tilak Marg C-Scheme

Jaipur-302005

**TENDER DOCUMENT FOR HIRING OF PROFESSIONAL HR CONSULTANT
SERVICES FOR REVIEW AND AMENDMENT OF HR POLICIES ,SYSTEMS,
PROCEDURE AT RSGL**

(OPEN DOMESTIC COMPETITIVE BIDDING)

Tender No.: RSGL/KOTA/C&P/HR/2021-22/NIT/18 DATE: 19-02-2022

DUE DATE & TIME FOR

BID SUBMISSION : 09-03-2022/ 1400 HRS (IST)

DUE DATE & TIME FOR UN-PRICED BID OPENING: 09-03-2022/ 1500 HRS. (IST)



INVITATION FOR BID



INVITATION FOR BID (IFB)

Ref No: RSGL/KOTA/C&P/HR/2021-22/NIT/18.....

DATED-19-02-2022

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR HIRING OF PROFESSIONAL HR CONSULTANT SERVICES FOR REVIEW AND AMENDMENT OF HR POLICIES ,SYSTEMS, PROCEDURE AT RSGL

Dear Sir/Madam,

1.0 Rajasthan State Gas Limited (RSGL), A JV Company of Rajasthan State Petroleum Corporation Limited (RSPCL) and Gail Gas Limited was incorporated on 20.09.2013, is engaged in development of CNG & City Gas Distribution Networks (CGDN) at Different Geographical Areas in the country for distribution of CNG and PNG to various consumer augments. Presently, Rajasthan State Gas Limited (RSGL) is developing CNG & City Gas Distribution (CGDN) at Kota, Neemrana and Kukas in the state of Rajasthan and Gwalior and Sheopur in the state of MP to supply Natural Gas to Domestic, Commercial, Industrial and Automobile consumers. RSGL invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are asunder:

(A)	BRIEF SCOPE OF WORK/SERVICES	Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL
(B)	TENDER NO. & DATE	Tender No.: RSGL/KOTA/C&P/HR/2021-22/NIT/18..... DATED:19-02-2022
C	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
D	TYPE OF TENDER	MANUAL
E	COMPLETION/CONTRACT PERIOD	As defined in Scope of Work / SCC
F	BID SECURITY/EARNEST MONEY DEPOSIT	NOT APPLICABLE however, bidder has to submit / upload the declaration provided under clause 16 of ITB as Annexure-1 along with the bid.



(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 19-02-2022 on following websites: (i) Rajasthan state Gas Limited Tender Website: https://rsgl.rajasthan.gov.in/ https://rsgl.rajasthan.gov.in/Tenders.aspx
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	03-03-2022, 15:00 hrs. Rajasthan State Gas Limited Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 09-03-2022 Time : on or before 1400 hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date :09-03-2022 Time : at 1500 hrs.

CONTACT DETAILS	Name : Vivek Srivastava Designation: DGM (C&P) Room No. 215, Khaniz Bhawan, Tilak Marg C-Scheme-Jaipur-302005 Phone No. & Extn : 0141-4082013 e-mail : viveks.rsgl@rajasthan.gov.in
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In case of the days specified above happens to be a holiday in Rajasthan state Gas Limited, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document.
- 4.0 The following documents shall also be submitted in Original (in physical form) within the Due Date & Time of BidSubmission:
 - i) EMD/Bid Security (if applicable)
[Note: Submission of original is not applicable for online banking transaction]
 - ii) Power of Attorney
- 5.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

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



- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Rajasthan state Gas Limited reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

For & on behalf of
Rajasthan state Gas Limited

(Authorized Signatory)
Vivek Srivastava
DGM (C&P)
Email viveks.rsgl@rajasthan.gov.in



Standard Bid Document (SBD) for Procurement of Services/Works

Summary

PART-I BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission, opening and evaluation methodology.

SECTION 1.1: BID EVALUATION CRITERIA (BEC)

This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid for the purpose of evaluation and/ or further processing.

SECTION 1.2: BID EVALUATION METHODOLOGY

This section specifies the methodology that the Owner shall use to evaluate the Bids and to determine the successful Bidder.

ANNEXURE-I BID DATA SHEET (BDS)

This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements included in Section 1, Instructions to Bidders.

ANNEXURE-II PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

This Annexure contains procedure for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/or banning list if any agency indulges in corrupt/ fraudulent/ collusive/ coercive practice.

ANNEXURE-III PROCEDURE FOR EVALUATION OF PERFORMANCE OF



VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

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

ANNEXURE-IV FORMS AND FORMAT

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

PART-II CONDITIONS OF CONTRACT

SECTION 2: GENERAL CONDITIONS OF CONTRACT (GCC)

This Section contains standard provisions.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

PART-III SERVICES REQUIREMENTS

SECTION 4: SPECIFICATIONS, DRAWINGS AND SCOPE OF SERVICES

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

SECTION 5: SCHEDULE OF RATES



PART-I – BIDDING PROCEDURES



Section 1: Instructions to Bidders

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

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- 4.0 ONE BID PER BIDDER
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- 3. ANNEXURE-III : VENDOR PERFORMANCE EVALUATION PROCEDURE
- 4. ANNEXURE-IV : FORMS AND FORMATS



Section 1.1: Bid Evaluation Criteria



[A] Technical Criteria:

1.1. The Bidder should have successfully executed the work of Formulation/Review/ Amendment of HR Policies/Employees Compensation & Benefits for Government Departments/ Central PSUs/ State PSUs/ State Govt. companies or its JVs/ Central Govt. companies or its joint ventures in Oil , Gas, Power and Energy Sectors. having minimum order value of Rs 1.60 Lacs (including GST) under single contracts during last 7 years reckoned from bid due date.

1.2. The Bidder should be a Consultancy Organization in the form of Proprietorship or Partnership Firm including LLP or OPC or Private Ltd. or Limited Company or MNC consisting of at least two persons/employees with educational qualification of MBM / MBA / PGDM / LLB and Professional experience of at least 7 years in HR for formulation /Review/Amendment of HR Policies/ Employees Compensation & Benefits in Government Departments/ Central PSUs/ State PSUs/ State Govt. companies or its JVs/ Central Govt. companies or its joint ventures in Oil , Gas, Power and Energy Sectors.

(*)

(i) In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

(ii) Further in case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

1.1 The agency should not have been blacklisted/ banned by any organization.

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

1.3 In case the bidder is executing a contract of above nature which is still running and the contract value executed till one day prior to the due date of submission is equal or more than the minimum prescribed value as mentioned above, such experience will also be taken into the consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / client.

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

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

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



1.1	Experience criteria	<p>(a) Copy of PO/WO/LOA of the job executed, issued by the end user/owner/client.</p> <p>(b) Copy of successful Completion certificate having cross reference to the PO/WO/LOA submitted mentioning executed amount against the PO.</p> <p>(c) In case of running contract - Execution Certificate against Order/LOA/Contract for the running contract as mentioned at point “a” above must be submitted clearly mentioning the executed VALUE till one day prior to un-priced bid opening, which must be equal to or more than the minimum prescribed value mentioned in BEC The execution certificate must contain the detailed information like Order/ LOA/ Contract/ Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution</u> should have been issued by the end-user/owner/authorized consultant.</p>
1.2	Experience criteria	<p>Bidders shall submit the Resume of key personnel by clearly mentioning his / her total experience upto bid due date along with Copies of educational qualification certificates of key personnel and Proof of key personnel as a regular employee of the bidder on their payroll or full time employee.</p>

All the submitted documents should be duly certified / attested by Chartered Engineer and notary public with legible stamp. In absence of requisite documents, Rajasthan state Gas Limited reserves the right to reject the bid without making any reference to the bidder.



Section 1.2: Bid Evaluation Methodology



EVALUATION METHODOLOGY

The evaluation of the prices shall be carried out on overall basis considering the total items put together and awards shall be considered to L-1 parties (Lowest Price) as per the award criteria as enumerated below

- (i) Qualified Bid as per BEC shall be evaluated.
- (ii) Price Bids shall be evaluated on lowest offer basis (L1) i.e., considering price quoted in Schedule of Rates inclusive of all taxes & duties.
- (iii) Work shall be awarded as per the considering least cost to Rajasthan state Gas Limited
- (iv) Further, in case more than one bidder becomes L1 making more bidders eligible for award (as the case may be), then short listing of the bidders will be done using the following tie breaker:

“The bidder who has got the higher turnover in the last audited financial year will be awarded the job.”

Notes:

- 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.

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

1.2.1 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.



INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1.0 SCOPE OF BID

- 1.1 The Employer/ Owner/ Rajasthan state Gas Limited as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The Scope of Services shall be as defined in Section 4 of the Bidding documents.
- 1.3 The successful bidder is expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency (ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 37" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by Rajasthan state Gas Limited or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of Bid Submission.

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

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

It shall be the sole responsibility of the bidder to inform Rajasthan state Gas Limited in case the bidder is put on 'Holiday' by Rajasthan state Gas Limited or Public Sector Project Management Consultant (such as EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector 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 37 of ITB.



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

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

It shall be the sole responsibility of the bidder to inform Rajasthan state Gas Limited in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 37 of ITB.

- 2.4** Bidder shall not be affiliated with a firm or entity:

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

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

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

- 2.7 Power of Attorney:**

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the 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.

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

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

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

The person holding Power of Attorney shall be also be authorized to nominate



“Contractor’s Representative” for execution of Contract in case of award.

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

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

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

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

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

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

3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on ‘Holiday’ by Rajasthan state Gas Limited or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4.0 **ONE BID PER BIDDER**

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

4.2 Alternative Bids shall not be considered.

**5.0****COST OF BIDDING****5.1**

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

6.0**SITE VISIT****6.1**

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

6.2

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

6.3

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

6.4

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

[B]**– BIDDING DOCUMENTS****7.0****CONTENTS OF BIDDING DOCUMENTS****7.1**

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

- Information for Bidder [IFB]
- Instructions to Bidders [ITB] Section 1
- Bid Evaluation Criteria [BEC] Section 1.1
- Bid Evaluation Methodology Section 1.2
- General Condition of Contract [GCC] Section 2
- Special Conditions of Contract [SCC] Section 3
- Specifications , Drawing (wherever applicable) and
Scope of Services (wherever applicable) Section 4
- Price Schedule/ Schedule of Rates Section 5



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

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

8.0 CLARIFICATION OF BIDDING DOCUMENTS

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

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

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

9.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

[C]

– PREPARATION OF BIDS

10.0 LANGUAGE OF BID:

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



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

11.0 DOCUMENTS COMPRISING THE BID

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

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

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

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j) 'Agreed Terms and Conditions', as per 'Form F-10'
- k) ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- l) Duly attested [wherever attestation required] documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- m) Undertaking on the Letter head, as per the Form F-12.
- n) Power of Attorney /copy of Board Resolution, in favor of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- o) Any other information/details required as per Bidding Document.
- p) EMD/ Bid Security in original as per Clause 16 of ITB [Note: Submission of Original is not applicable for online banking Transaction]
- q) All forms and Formats including Annexures.
- r) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format F-17) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- s) 'Indemnity Bond' as per 'Form F-20'
- t) Tender Document manually signed by the Authorized Signatory.
- u) Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Services, if any



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

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

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

11.1.2 PART-B: PRICE BID

- 11.1.21 **PART-B: PRICE BID** of the Bid shall be submitted and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document.
- 11.1.22
- i) Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents The Price bid to be submitted in accordance with the SOR.
 - ii) Submission of prices in Unpriced bid shall lead to rejection of the bid. Rajasthan state Gas Limited shall not be responsible for any failure on the part of the bidder to follow the instructions.
 - iii) Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
 - iv) If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - v) In case, it is observed that any of the bidder(s) has/ have offered Suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
 - vi) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - vii) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- 11.1.23 Bidders are requested to refer instructions for participating in Tendering .
- 11.1.24 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the bid. All corresponding



conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12.0 SCHEDULE OF RATES / BID PRICES

- 12.1** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 12.2** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3** Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4** All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR. Rajasthan state Gas Limited GST numbers shall be provided on award.
- 12.5** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB of bidding document.
- 12.7** Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.
- 12.8** The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 12.9** The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude.

13.0 GST (CGST & SGST/ UTGST or IGST)

- 13.1** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 13.2** Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or



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

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

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

- 13.4** In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

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



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

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

- 13.8** Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable Rajasthan state Gas Limited to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.9** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by Rajasthan state Gas Limited. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then Rajasthan state Gas Limited shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by Rajasthan state Gas Limited.

13.10 Anti-profiteering clause

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

- 13.11** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by Rajasthan state Gas Limited. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RAJASTHAN STATE shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by Rajasthan state Gas Limited.
- 13.12** GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

14.0 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

- 15.1** Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A



Bid valid for a shorter period may be rejected by Rajasthan state Gas Limited as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

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

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

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

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

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

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

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

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

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



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

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

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

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

Annexure-1**DECLARATION FOR BID SECURITY**

To,

M/s Rajasthan State Gas limited

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ ***Name of Bidder*** have submitted our

We, M/s_____ ***Name of Bidder*** hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of GAIL Gas Limited/RSGL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the RSGL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:



Seal:

17.0 PRE-BID MEETING

- 17.1** The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2** Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on tendering process. The Bidder must submit their queries / clarifications to Rajasthan state Gas Limited in the format "F-18", as mentioned at clause no. 8.0 of ITB.
- 17.3** Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on Rajasthan state Gas Limited website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause- 7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause- 9", and not through the minutes of the Pre-Bid Meeting.
- 17.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18.0 FORMAT AND SIGNING OF BID

- 18.1** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2** The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19.0 ZERO DEVIATION AND REJECTION CRITERIA

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



and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20.0 E-PAYMENT

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

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

[D] – SUBMISSION OF BIDS

21.0 BID SUBMISSION

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

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

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

22.0 DUE DATE AND TIME OF BID SUBMISSION

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



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

23.0 **LATE BIDS**

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

24.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Rajasthan state Gas Limited shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per Annexure-III of ITB.

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

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

[E]

– BID OPENING AND EVALUATION

26.0 **BID OPENING**



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

26.2 Price Bid Opening:

26.2.1 Rajasthan state Gas Limited will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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

27.0 CONFIDENTIALITY:

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

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

28.0 CONTACTING THE EMPLOYER

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

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

29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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



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

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

29.3 A material deviation, reservation or omission is one that,

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

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

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

30.0 CORRECTION OF ERRORS

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

- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

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

31.0 EVALUATION AND COMPARISON OF BIDS

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



32.1 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS) (NOT APPLICABLE)

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

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

[F]

– AWARD OF CONTRACT

33.0 AWARD

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

34.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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

34.1 Contract period shall commence from the date of "Notification of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-35".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-36", Rajasthan state Gas Limited will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

35.0 SIGNING OF AGREEMENT

35.1 Rajasthan state Gas Limited will award the Contract to the successful Bidder, who, within



'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to Rajasthan state Gas Limited.

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

36.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- 36.1 Within 30 days of the receipt of the notification of award/ FOA from Rajasthan state Gas Limited, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPG/SD shall not be applicable in cases wherein the individual order value as specified in Notification of Award is up to INR 5 Lakh (excluding GST).
- 36.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / **GST (CGST & SGST/UTGST or IGST)**.
- 36.3 Bank Guarantee towards Contract Performance Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.
- 36.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 36.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.
- 36.6 Further, the bidder can submit CPBG on line through issuing bank to Rajasthan state Gas Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Rajasthan state Gas Limited.

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

- 37.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed



at Annexure-II

37.2 The Fraud Prevention Policy document is available on Gail gas web site shall be applicable also for RSGL

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

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

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

38.0 AHR ITEMS

38.1 In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

38.1.1 Rates as per SOR, quoted by the Contractor/Bidder.

38.1.2 Rate of the item, which shall be derived as follows:

38.1.2.1 Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

38.1.2.2 In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

39.0 VENDOR PERFORMANCE EVALUATION

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

40.0 INCOME TAX & CORPORATE TAX

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



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

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

40.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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

42.0 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)(THE POLICY AND PROCESS SHALL ALSO BE APPLICABLE FOR RSGL AS DEFINED BELOW)

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

42.2 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



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

42.4 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.

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

42.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL Gas Conciliation Rules, 2013 (Applicable for RSGL). It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of „Conciliation“ shall be deemed to have been exhausted, even in case of rejection of „Conciliation“ by any of the Parties.

42.7 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.

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

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

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

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

Unless otherwise specifically mentioned in the Special Condition in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.

===== X =====



Annexure-I

Bid Data Sheet (BDS)

[ITB to be read in conjunction with BDS]



ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: Rajasthan state Gas Limited				
1.2	The name of the Works/Services to be performed is: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL				
3.0	Bid from a Joint Venture/Consortium <table border="1"> <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	✓				
B. BIDDING DOCUMENT					
8.1	For <u>clarification purposes</u> only, the communication address is: Vivek Shrivastava DGM (C&P) RAJASTHAN STATE GAS LIMITED Email: viveks.rsgl@rajasthan.gov.in Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005 Websites: http://rsgl.rajasthan.gov.in				
C. PREPARATION OF BIDS					
11.1.1 .1	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents as per SCC...Nil				
12.0	Additional Provision for Schedule of Rate/ Bid Price are as under: <u>Nil</u>				
13 & 14	Whether Rajasthan state Gas Limited will be able to avail input tax credit in the instant tender..... NO				
16.1	Applicability of EMD/ Bid Security :NOT APPLICABLE however, bidder has to submit / upload the declaration provided under clause 16 of ITB as Annexure-1 along with the bid.				



17.0	Date, Time and Venue of Pre-Bid meeting 03-03-2022, 15:00 hrs. Rajasthan state Gas Limited Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005
D. SUBMISSION AND OPENING OF BIDS	
21.0	The Tender No. of this bidding process is: RSGL/KOTA/C&P/HR/2021-22/NIT/18 DATED: 19-02-2022
21.2	For bid submission purposes only, the Owner's contact details are as below: Dy. General Manager (C&P) Room No. 215 Rajasthan state Gas Limited, Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005
22.1	Due Date and Time of Bid Submission : 09-03-2022, 1400 hrs.
26.0	The Unpriced bid opening shall take place at: Date:09-03-2022 Time: 1500 hours Rajasthan state Gas Limited Khaniz Bhawan, Tilak Marg, C-Scheme Jaipur - 302005
E. EVALUATION AND COMPARISON OF BIDS	
ITB clause	Description
31.0	Evaluation Methodology is mentioned in Section 1.2 of ITB.
32.0	Compensation for Extended Stay: NOT APPLICABLE
F. AWARD OF CONTRACT	
36.0	Contract Performance Guarantee / Security Deposit :APPLICABLE 1. 3% of one year's contract value within 30 days of award . 2. While issuing bank Guarantee applicant must mention receiver's details as ICICI Bank account No. 678605600349, IFSC ICIC0006786, Branch_Khaniz Bhawan -Tilak Marg, C-scheme jaipur, in BG text at which SFMS IFN 760 message to be send by issuing bank, to establish the authenticity of given BG.



	Whether tendered item is non-split able or non-divisible: YES
38.0	Provision of AHR: APPLICABLE



Annexure-II

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

Introduction:

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

A] Definitions:

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

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

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

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

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

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

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



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

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of RAJASTHAN STATE/Rajasthan state Gas Limited investigating into the conduct of Agency/ party and shall include the Vigilance Department of the RAJASTHAN STATE/Rajasthan state Gas Limited, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

B.1 Irregularities noticed during the evaluation of the bids :

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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



be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

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

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

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

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

B.2.2 Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being 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 BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	



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

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

C] Effect of banning on other ongoing contracts/ tenders

- C1** If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C2** 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.
- C3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1** after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2** after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3** after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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



- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

D2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Rajasthan state Gas Limited.

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

D3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same



tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Rajasthan state Gas Limited or the Ministry of Petroleum and Natural GAS and (ii) bidder is not banned by any Government department/ Public Sector.

E] Appeal against the Decision of the Competent Authority:

E1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.

E2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

Annexure-III

Procedure for Evaluation of Performance of Vendor/ Suppliers



1.0 **OBJECTIVE**

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

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

2.0 **METHODOLOGY**

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of 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 Rajasthan state Gas Limited.

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

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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is "POOR":

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



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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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



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

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

A) Where performance rating is “POOR”

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

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

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

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

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

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



B) Where Performance rating is “FAIR”

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

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

5.0 EFFECT OF HOLIDAY

- 5.1** If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 5.2** However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 5.3** Effect on other ongoing tendering:
- 5.3.1** after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 5.3.2** after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 5.3.3** after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

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



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

5.4.2 Suspension Procedure:

- 5.4.2.1 The suspension period shall be limited to maximum six months.
- 5.4.2.2 The suspension order shall also be hosted on Rajasthan state Gas Limited intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.
- 5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday
- 5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 5.4.2.5 Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from Rajasthan state Gas Limited.

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

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

5.4.3 Effect of Suspension of business:

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

- 5.4.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.
- 5.4.3.2 If an agency is put on the Suspension List during tendering:
 - 54321 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - 54322 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
 - 54323 after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.
- 5.4.3.3 The existing contract (s)/ order (s) under execution shall continue.
- 5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of RAJASTHAN STATE/Rajasthan state Gas Limited or the Ministry of Petroleum and Natural GAS and (ii) bidder is not banned by any Government department/ Public Sector

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



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

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

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

9.0 ERRANT BIDDER

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

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

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



Anexure-1

Rajasthan state Gas Limited

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

(**) Performance rating shall be classified as under :

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

Signature of Authorized Signatory:

Name: Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



1.3 RELIABILITY PERFORMANCE

20 Marks

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



Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

(**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



1.3 RELIABILITY PERFORMANCE

20 Marks

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

Annexure-IV Forms & Format



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY" (NOT APPLICABLE)
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY" (NOT APPLICABLE)
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-14A	CHECK LIST FOR QUOTED ITEMS
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT (NOT APPLICABLE)
F-18	BIDDER'S QUERIES FOR PRE-BID MEETING
F-19	E-BANKING FORMAT
F-20	INDEMNITY BOND
F-21	FREQUENTLY ASKED QUESTIONS
F-22	FORMAT FOR CONTRACT AGREEMENT

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

To,
M/s Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies
,systems, procedure at RSGL

Tender no RSGL/KOTA/C&P/HR/2021-22/NIT/18

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



13	Banker's Name	
14	Branch	
15	Bank account number	
16	IFSC code	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Certificate]
19	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
20	Offer No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-2
BID FORM

To,

M/s. Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

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

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

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-2



F-3

LIST OF ENCLOSURES

To,

M/s Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section 1.1 (A) of ITB.
6. Power of Attorney*
7. Duly certified document from chartered engineer and or chartered accountant.

Note:

* bidder has to submit specified documents in physical form

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
(NOT APPLICABLE)

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

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies
 ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to
 participate in the said tender
 for _____

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

We, the _____ Bank at
 _____ having our Head Office
 _____ (Local Address) guarantee

and undertake to pay immediately on demand without any recourse to the tenderers by Rajasthan
 state Gas Limited

Ltd., the amount _____ without any reservation, protest,
 demur and recourse. Any such demand made by Rajasthan state Gas Limited, shall be conclusive and
 binding on us irrespective of any dispute or difference raised by the Tenderer.

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



F-4



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

_____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____



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

- 1.0 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per the Rajasthan Stamp duty Act. The non-judicial stamp paper should be in name of the issuing bank.
- 2.0 The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
- 3.0 The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
- 4.0 A letter (preferably digitally/Manually signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 5.0 Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
- 6.0 If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.



F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY" (NOT APPLICABLE)

To,

M/s Rajasthan state Gas Limited
_____Sub: Hiring of professional HR consultant services for review and amendment of HR policies
,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Irrevocable and confirmed Letter of Credit No. Amount: Rs.
_____**Validity of this Irrevocable**(in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Rajasthan state Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Rajasthan state Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for(Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary



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

5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
..... (Applicant)

FOR

Authorized Signature

Counter Signature

(Original Bank)



F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

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

[1] Name & Designation_____Signature_____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation_____Signature_____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



RAJASTHAN STATE GAS LIMITED
राजस्थान राज्य गैस लिमिटेड

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



F-6

"NO DEVIATION" CONFIRMATION

To,

M/s Rajasthan state Gas Limited

Sub: Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-6



RAJASTHAN STATE GAS LIMITED
Rajasthan State Gas Limited

F-7

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP**

To,

M/s. Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies
,systems, procedure at RSGL

Tender no RSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

We hereby confirm that we are not on 'Holiday' by Rajasthan state Gas Limited or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector 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 Rajasthan state Gas Limited or the Ministry of Petroleum and Natural GAS.

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

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

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

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

**F-8****CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA/STATE GOVT.**

To,

M/s Rajasthan state Gas Limited

Sub: Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India/State Govt. is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India/State Govt.. It is further understood and agreed that the Government of India/State Govt. 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/State Govt. arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
GUARANTEE / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER RAJASTHAN STAMP DUTY ACT)

To,

M/s Rajasthan state Gas Limited

Performance Guarantee No.

Dear Sir(s),

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

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

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

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

- 4 Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
- 5 The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
- 6 This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by Rajasthan state Gas Limited in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by Rajasthan state Gas Limited. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving
instruction from _____ M/s. _____ (supplier / contractor) on whose behalf this guarantee is issued.
- 7 Bank also agrees that Rajasthan state Gas Limited at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that Rajasthan state Gas Limited may have in relation to the supplier's/contractor's liabilities.
- 8 The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by Rajasthan state Gas Limited. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Jaipur



9

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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



INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. 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.
2. 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
3. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
4. A letter (preferably digitally/manually signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
5. 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 Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
7. Bidder can submit CPBG on line through issuing bank to Rajasthan state Gas Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Rajasthan state Gas Limited.

**E-10****AGREED TERMS & CONDITIONS**

To,

M/s. Rajasthan state Gas Limited

Sub: Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender no RSGL/KOTA/C&P/HR/2021-22/NIT/18

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

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



भारत सरकार
GOVERNMENT OF INDIA

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



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



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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**E-11****ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

M/s Rajasthan state Gas Limited

Sub: Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

Dear Sir,

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

- i. 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 :

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

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



F-12
UNDERTAKING ON LETTERHEAD

To,

M/s. Rajasthan state Gas Limited

Sub: Sub: Hiring of professional HR consultant services for review and amendment of HR policies ,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

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. Rajasthan state Gas
Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies
,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:





F-14

CHECK LIST

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

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

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



GOVERNMENT OF KARNATAKA
DEPARTMENT OF TRANSPORTS

viii	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form F-16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F 14A
CHECK LIST FOR QUOTED ITEMS

ITEM CATEGORY	SOR ITEM DESCRIPTION	QUOTED / NOT QUOTED
1	ALL SOR ITEMS AS PER SOR OF Tender no. RSGL/KOTA/C&P/HR/2021- 22/NIT/18 dated 19-02-2022	

**F-15**

**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS
INADEQUATE (NOT APPLICABLE)**

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To

Rajasthan state Gas Limited

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

The Customer has informed that they wish to bid for RAJASTHAN STATE GAS's
RFQ/Tender no.

..... dated for..... (Name
of the supply) and as per the terms of the said RFQ/Tender they have to furnish a certificate from
their Bank confirming the availability of line of credit.

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

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

Yours Truly,

For _____

(Authorized Signatory)

Name of the Signatory:

Designation:

Registration No.

Stamp of Bank

**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.



FORMAT FOR CONSORTIUM/JV AGREEMENT (NOT APPLICABLE)



BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Rajasthan state Gas Limited

Sub: Hiring of professional HR consultant services for review and amendment of HR policies
,systems, procedure at RSGL

Tender noRSGL/KOTA/C&P/HR/2021-22/NIT/18

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:





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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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INDEMNITY BOND

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

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

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

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

- (i) This Indemnity shall remain valid and irrevocable for all claims of Rajasthan state Gas Limited and/or any of its employees and Directors arising out of said contract with



.....
respect to any such litigation / court case for which Rajasthan state Gas Limited and/or its employees and Directors has been made party until now or here-in-after.

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

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

SIGNED BY :

For [Contractor] *Authorised Representative*

Place:

Dated:

Witnesses:

- 1.
- 2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

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

All the terms and conditions of Tender remain unaltered.

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PROFORMA FOR CONTRACT AGREEMENT

LOA/FOA No.

RAJASTHAN STATE GAS LIMITED /

dated -----

Contract Agreement for the work of ----- of RAJASTHAN STATE GAS Limited made on -----

--- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and RAJASTHAN STATE GAS LIMITED hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any



statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

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

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

A N D

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

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



remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

Signed and Delivered for and on
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

RAJASTHAN STATE GAS LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____



IN PRESENCE OF TWO WITNESSES

ಭಾರತೀಯ ಸರ್ಕಾರ
ಭಾರತೀಯ ಸರ್ಕಾರ

1. _____

2.

1. _____

2.



PART-II – CONDITIONS OF CONTRACT



Section 2: General Conditions of Contract-Services

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



ARTICLE 1.1: DEFINITIONS AND INTERPRETATIONS

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

AGREEMENT means the agreement concluded on non-judicial stamp paper between RSGL and Consultant for Services as per this Bid document.

Rajasthan State Gas Limited /OWNER shall mean RSGL

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

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

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

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

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

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

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

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

ARTICLE 1.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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



professional standards.

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

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

ARTICLE 1.3: RSGL 'S REPRESENTATIVE

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

ARTICLE 1.4: CONSULTANT'S REPRESENTATIVE

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

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

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

ARTICLE 1.5: PAYMENT TERMS

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

1.5.2 Consultant will invoice RSGL according to the terms and conditions provided in the tender.

1.5.3 Payment terms will be as follows:

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

1.5.3.1.1 60 % on submission & acceptance of Draft report.

1.5.3.1.2 40% on submission & acceptance of final report.

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

1.5.3.1.3 20% on submission and acceptance of final DFR/Report

1.5.3.1.4 20% on submission and acceptance of EMP/EIA/RRA



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

Stages Payment (%age of lumpsum price)

a) On submission and acceptance of draft report	40%
b) On submission and acceptance of Final report by RAJASTHAN STATE GAS LIMITED	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

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

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

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

1.5.3.3.1 On completion of Milestones against each activity- 95% of Project as identified in the scope of work progressively based on Fortnightly invoices

1.5.3.3.2 After close out of Project on completion-5% of job in all respects

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

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

- RSGL shall pay the undisputed amount of the invoice(s) according to Article -1.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between RSGL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 1.6: PERFORMANCE GUARANTEE

1.6.1 Consultant shall submit to RSGL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 3% of contract value for the due



performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

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

ARTICLE 1.7: CONFIDENTIALITY

1.7.1 Consultant/RSGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by RSGL /Consultant without the prior written consent of the latter.

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

ARTICLE 1.8: TAXES AND DUTIES

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

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

1.8.3 Consultant will not claim from RSGL any taxes paid by him.

1.8.4 RSGL shall deduct Income tax at source at applicable rates.

ARTICLE 1.9: RESOLUTION OF DISPUTES /ARBITRATION

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

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

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

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



The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at Jaipur (Rajasthan), India.

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

1.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 1.10: LEGAL CONSTRUCTION

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

ARTICLE 1.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

- 1.11.1 RSGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen(15) days' notice.
- 1.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 1.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 1.11.4 By fifteen days prior notice, RSGL may request Consultant to resume the performance of the services, without any additional cost to RSGL .
- 1.11.5 In case of suspension of work by consultant on RSGL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 1.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 1.12: PRICE REDUCTION SCHEDULE (PRS)

- 1.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 1.19 hereinafter or due to RSGL 's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 1.12.2 RSGL may without prejudice to any methods of recovery, deduct the amount of such PRS from



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

ARTICLE 1.13: ASSIGNMENT

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

ARTICLE 1.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 1.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep RSGL harmless and indemnify RSGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 1.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to RSGL will be property of RSGL .
- 1.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by RSGL for carrying out of any services with any third parties.
- 1.14.4 Consultant shall not without the prior written consent of RSGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 1.15: LIABILITIES

- 1.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 1.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 1.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 1.16: TERMINATION OF CONTRACT

1.16.1 Termination for Default

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



1.16.2 Termination for Insolvency

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

1.16.3 Termination for convenience

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

ARTICLE 1.17: MODIFICATION

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

ARTICLE 1.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per Rajasthan stamp duty act as per proforma within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 1.19: FORCE MAJEURE

Shall mean and be limited to the following:

- 1.19.1 War/hostilities
- 1.19.2 Riot or Civil commotion
- 1.19.3 Earthquake, flood, tempest, lightening or other natural physical disaster.
- 1.19.4 Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise RSGL 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, RSGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 1.16 shall apply.

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

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their



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

ARTICLE – 1.20: Rectification Period

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

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

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

ARTICLE – 1.21: Sub Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by RSGL . Upon the request of RSGL , the consultant shall

submit for RSGL 's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 1.22: Notices

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

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

ARTICLE – 1.23: Acquisition of Data

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



Section 3: Special Conditions of Contract



The special conditions of contract shall be read in conjunction with general condition of contract (**GCC**), Schedule of rates, scope of work and any other document forming part of contract, wherever Context so Requires. **GCC** is available at tender issuing office and same shall be referred to by Tendered. Notwithstanding, the subdivisions of the documents in to separate sections every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so for as it may be practicable to do so. Where any portion of the special conditions of the Contract (**SCC**) is repugnant to or at variance with any provisions of the **GCC** then provision of **SCC** Shall be deemed to override the provision of **GCC** only to the extent of each repugnance or variations. In case of any contradictions the Decision of the Engineer-In-Charge will be final and binding on the Contractor.

I. DEFINITIONS

1. “Company / RSGL” shall mean Rajasthan State Gas Limited having its registered office at room No. 303 Khaniz Bhavan, Tilak Marg ,C-Scheme,Jaipur ,Rajasthan – 302005 .
2. The “Contract” shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions issued from time to time by RSGL or any person authorized by the competent authority. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
3. The Contractor / Consultant / Agency shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firms or company, or the successors of such firms or company and the permitted assigns of such individual or firms or company.
4. “Schedule” referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents/papers issued by RSGL.
5. “Engineer-In-charge” shall mean the Head- HR, H.O. or any other person(s) assigned by him from time to time at respective locations.
6. Officer – In – Charge shall mean the officer – In – Charge of the particular location.

7. TIME LINE TOWARDS COMPLETION OF JOBS:

- 7.1 For submission of amended draft HR Policies/ Manual and Procedure as per above Scope of work- within 30 days from the date of LOA.
- 7.2 7 (Seven) days for submission of final HR Policy / Manual and Procedure after comments forwarded on draft HR Policy / Manual and Procedure and approval by Board.

8. PAYMENT TERMS

The terms of payment, are as below:

- a) 60 % on submission & acceptance of amended draft HR Policies/ Manual and Procedure



- b) 40% on submission & acceptance of Final HR Policies/ Manual and Procedure

9. DELIVERABLES

- 9.1 Draft HR policies ,systems, procedure at RSGL – Three Hard Copies, One Soft Copy and One Editable Soft Copy
- 9.2 Final HR policies ,systems, procedure at RSGL – Three Hard Copies, One Soft Copy and One Editable Soft Copy.



Section 4: Scope of Work/Services



SCOPE OF WORK:

1.0 Introduction

Rajasthan State Gas Limited (RGSL), A JV Company of Rajasthan State Petroleum Corporation Limited (RSPCL) and Gail Gas Limited was incorporated on 20.09.2013, is engaged in development of CNG & City Gas Distribution Networks (CGDN) at Different Geographical Areas in the country for distribution of CNG and PNG to various consumer augments. Presently, Rajasthan State Gas Limited (RSGL) is developing CNG & City Gas Distribution (CGDN) at Kota, Neemrana and Kukas in the state of Rajasthan and Gwalior and Sheopor in the state of MP to supply Natural Gas to Domestic, Commercial, Industrial and Automobile consumers.

RSGL is planning to engage professional HR consultant for review and amendment of HR policies ,systems, procedure at RSGL in line with features of HR policies of Its principal companies e.g., M/s GAIL Gas Limited , M/s Rajasthan state Mines and Minerals Limited, (Principal company of one of RSGL promoter company i.e., Rajasthan State Petroleum Corporation) and other similar CGD companies.

2.0 SCOPE OF WORK

The consultant shall be appointed for review and amendment of HR policies ,systems, procedure at RSGL in line with features of HR policies of Its principle companies i.e. M/s GAIL Gas Limited , M/s Rajasthan state Mines and Minerals Limited, (Principal company of one of RSGL promoter company i.e., Rajasthan State Petroleum Corporation) and other similar CGD companies for finalization and approval of its Board on single point responsibility basis. Detail scope of work of the consultant is outlined below. The consultant shall also be required to do the works not specifically mentioned below, but otherwise required as a consultant for overall completion of the HR Polices /Manual & Procedures in line with M/s GAIL Gas Limited , M/s Rajasthan state Mines and Minerals Limited, (Principal company of one of RSGL promoter company i.e., Rajasthan State Petroleum Corporation) and other similar CGD companies for finalization and approval of its Board on single point responsibility basis

- 2.1 Review and revision in Pay Scale / Grade / Designation & Pay Band
- 2.2 Incorporation of Performance management System and Promotion Policy: modes and process of promotion to Higher Positions in the Company and revision of Grades
- 2.3 Review and incorporation of Performance Related Payment/Bonus
- 2.4 Incorporation of Conduct Discipline appeal rules : to regulate Discipline in the Company.
- 2.5 Incorporation of Whistle Blower Policy as per Company's act 2013



- 2.6 Incorporation of Employee's welfare Policy such as Preventive and periodic health check-up, Holiday home Policy, Vehicle purchase Policy. Gift policy towards Birthday, Marriage anniversary, Marriage of son/daughter, Loan/Advances to Employee.
- 2.7 Review and revision in Reimbursement of conveyance maintenance expenses two-wheeler or four-wheeler as the case may be.
- 2.8 Incorporation of Dearness Allowance in the Salary so as to compensate for rising inflation in addition to annual increment.
- 2.9 Incorporation of Contribution to NPS/others as suited for post-Retirement policy and benefits and facility.
- 2.10 Incorporation Life Insurance Cover to each Employee
- 2.11 Review and incorporation of Encashable compensatory offs (ECO)/ 5 days week for regular employees
- 2.12 Review and incorporation of Others policies as may suit for efficient performance of the RSGL and suggested by Competent authority/BOD
- 2.13 Review and Revision in Hiring/recruitment Policy including employees on contract.
- 2.14 Review and revision of Telecommunication and IT and other assets issue ,Return and disposal Policy.
- 2.15 Incorporation of Compensation policy for additional responsibility.
- 2.16 Incorporation of Separation Policy.
- 2.17 Review /Revision /Incorporation of Others as may suit to Efficient working of RSGL and as suggested by its promoters/Competent authority/Board of Directors.
- 2.18 Review /Revision /Incorporation of policies Others may be required as per changes in statutory/Regulatory/enactment/rules by state/central Governments
- 3.0 The Consultant will give detail presentation & comparative statement before the top Management and the Board of Directors of as may be required for finalization of the HR Policies in totality.
- 4.0 The consultant shall follow instructions & requirements time to time during the formulation of the Policy
- 5.0 All the efforts for the due diligence in drafting, vetting, formulation and other studies required in relation to the Project shall be made by the Professional HR consultant/ associates for making proposed HR Policies/ Manual .
- 6.0 After completion of the project (HR Policies/ Manual and Procedures), it shall be submitted in both soft copy & hard copy for the approval of the competent authority/(ies).



SECTION – 5

SCHEDULE OF RATES (SOR)





RAJASTHAN STATE GAS LIMITED

SCHEDULE OF RATES (SOR)

TENDER DOCUMENT FOR HIRING OF PROFESSIONAL HR CONSULTANT SERVICES FOR REVIEW AND AMENDMENT OF HR POLICIES

,SYSTEMS, PROCEDURE AT RSGL

Tender No.RSGL/KOTA/C&P/HR/2021-22/NIT/18 dated 19-02-2022

SOR Item No.	Description of item	Unit	Qty (A).	HSN CODE	Unit Rate including of all incidental costs but excluding GST applicable on it in INR (B)	GST (CGST and SGST/UTGST or IGST)		Unit Price including all taxes & duties in INR D= B+C	Total Price including all taxes & duties in INR E=D X A
						%	INR/UNIT (C)		
1	Professional Charges for undertaking the scope as defined in the tender documents and section III of SCC and Section IV of Scope of work i.e. review and amendment of HR policies ,systems, procedure at RSGL in line with features of HR policies of Its principal companies e.g., M/s GAIL Gas Limited , M/s Rajasthan state Mines and Minerals Limited, (Principal company of one of RSGL promoter company i.e., Rajasthan State Petroleum Corporation) and other similar CGD companies for finalization and approval of its Board on single point responsibility basis	LUMP SUM	1						
2	Charges towards visiting RSGL Jaipur Office, including fare, Boarding, Lodging, accommodation,	Per Person/	10						



	Food & local transport. (Shall be counted from the day of arrival at RSGL Office up to the day of Departure from RSGL Office.)	Day							
Total amount including of all taxes and duties (In INR)									
Total amount including of all taxes and duties (In INR) in words									
N-1	SOR No.2- The Part duration of the day shall be considered as one day.								
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 only								
N-3	Bidder shall furnish prices/details as above, in accordance with various clause of ITB/SCC and complete tender conditions.								
N-4	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-5	Quoted prices are firm and fixed till complete execution/completion of the entire order defined in the tender document								
N-6	Bidder confirms that he has noted the contents of the price schedule, bid document, requirements and quoted his prices accordingly without any deviation.								
BIDDER'S NAME :									
BIDDER'S SIGNATURE:									
COMPANY'S NAME:									
SEAL:									