



RAJASTHAN STATE GAS LIMITED

राजस्थान राज्य गैस लिमिटेड

Rajasthan State Gas Limited

(A JV of RSPCL and GAIL Gas)

2nd Floor, Khaniz Bhawan

Tilak Marg C-Scheme

Jaipur-300205

TENDER DOCUMENT

HIRING OF 01 NO. VEHICLE FOR RAJASTHAN STATE GAS LIMITED AT JAIPUR FOR THE PERIOD OF THREE YEARS.

TENDER/ BID DOCUMENT NO:

RSGL/JPR/C&P/VEHCILE/2019-20/NIT-01

DATED: 06.08.2019

**DUE DATE & TIME FOR
BID SUBMISSION**

: 28.08.2019, at 1400 HRS (IST)

**DUE DATE & TIME FOR UN-PRICED BID OPENING: 28.08.2019, at 1500
HRS (IST)**

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SECTION-I

INVITATION FOR BID **(IFB)**

Rajasthan State Gas Limited
A Joint Venture of RSPCL and GAIL Gas
2nd Floor, Khaniz Bhawan Tilak Marg C-Scheme
Jaipur-300205

INVITATION FOR BID

TENDER NO.: RSGL/JPR/C&P/VEHCILE/2019-20/NIT-01

DATED: 06.08.2019

Rajasthan State Gas Limited invites sealed bids under two stage single bid system for Hiring of Vehicle for Rajasthan State Gas Limited at Jaipur:

1.	Name of Work and Location	Seeking a competent contractor for Hiring of Vehicle for Rajasthan State Gas Limited at Jaipur.
2.	Project/Work	City Gas Distribution Projects of Rajasthan State Gas Limited.
3.	Issue of Tender Documents	Issuing Authority: Dy. General Manager (C&P), Rajasthan State Gas Limited, Jaipur.
4.	Mode of Forwarding the Offers.	Sealed Envelope Super-scribed "Bid document" containing signed copies as token of acceptance of following:- a) Invitation for Bids (IFB) b) General Condition of Contract (GCC) c) Special Conditions of Contract (SCC) d) Duly filled & signed Schedule of Rates (SOR) e) Supporting document against Technical Specifications & BEC
5.	Receipt of Offers	Offers Receiving Authority: Dy. General Manager (C&P), Rajasthan State Gas Limited, Jaipur. Offers should reach to our office by 28.08.2019 till 1500 hrs.
6.	Earnest Money Deposit	Amount to be paid: INR 60,395/- (Indian Rupees Sixty Thousands Three Hundred Ninety Five Only) in the form of Demand Draft drawn in favour of "Rajasthan State Gas Limited" payable at Jaipur.
7.	Opening of Bids	Bids shall be opened on 28.08.2019 at 1500 hrs. In the presence of bidder's authorized representatives.
8.	Coordinating Office	Rajasthan State Gas Limited
9.	Eligibility Criteria	As per tender document.
10.	Pre Bid Summary	28.07.2019 at 1100 hrs (IST) at Rajasthan State Gas Limited
11.	Period for validity of Offer	Four Months from the date of Bid opening
12.	Execution Location	Jaipur

Place: Jaipur


Dy. General Manager (C&P)
Rajasthan State Gas Limited
2nd Floor, Khaniz Bhawan
Tilak Marg C-Scheme
Jaipur-300205

- 1.0 In case of the days specified above happens to be a holiday in RSGL, the next working day shall be implied.
- 2.0 The IFB is an integral and inseparable part of the bidding document.
- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on RSGL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 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.
- 8.0 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.
- 9.0 Any revision, clarification, corrigendum, time extension, etc. to the 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.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 RSGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date& Time :

From:

To:

.....
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(To be pasted on the envelope containing Bid)

SECTION-II

BID EVALUATION **CRITERIA &** **EVALUATION** **METHODOLOGY**

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. TECHNICAL BID EVALUATION CRITERIA :

- (i) The Bidder shall have experience of having executed at least a single order/ contract of providing of Vehicle to any Govt./Semi Govt./PSU/MNC/Public Ltd. Company/Pvt. Ltd. Company of minimum Rs. 15.09 Lakh in any of the previous seven (07) years prior to due date of bid submission.
- (ii) The bidder must own at least 1 nos. of vehicle as on due date of bid submission.
- (iii) Bidder must possess a valid registration under “The motor Transport Worker Act, 1961” (wherever applicable). This Act is applicable on Motor employing five or more transport workers as per Section-1 of “The Motor Transport Worker Act 1961”.
The above vehicle shall be having taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the firm/company for other than proprietorship/partnership concern.

Documents to be submitted in support of Technical BEC:

Along with the techno-commercial bid, the bidder must submit the notarized documentary evidence of experience by providing the copies of Work Order/ Agreement indicating ‘Nature / scope ‘of ‘work / services‘, Period, Contract value & detailed Schedule of rates.

- Bidder must also submit notarized Completion Certificate / Execution Certificate [of the same Work Order] clearly specifying the following:
 - (a) Reference of relevant Work Order / Agreement
 - (b) Actual value of executed work
 - (c) Actual date of completion of work
 - (d) Full address of Client / Officer issuing Certificate
- Copy of valid RC, Insurance & Vehicle Fitness certificate duly attested by Notary Public must be submitted by the bidder along with bid.
- Copy of Certificate of registration issued by concerned authorities duly attested by Notary Public must be submitted by the bidder along with bid.

Note 1: Job executed by the bidders for their own plant / project shall not be considered as experience for the purpose of meeting BEC-Technical. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company shall 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 payment of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company.

Note 2: Experience acquired as sub-contractor is not acceptable.

B. FINANCIAL CRITERIA:

1.1 TURNOVER

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years i.e. 2016-2017, 2017-2018 and 2018-19 shall be as mentioned below. Bidder(s) for whom financial year is calendar year shall submit financial results for year ending 2017, 2018 and 2019.

No.	Item	Location	Minimum Turnover (INR)
1.	1No.Toyota Innova (AC) on 24 hrs. duty	Jaipur	15,09,871/-

1.2 WORKING CAPITAL

Bidder should have minimum working capital of as mentioned below as per the last audited financial year i.e. FY 2011-12. If the bidder's working capital is inadequate, the bidder should supplement this with a Vendor's / contractors bank, having net worth not less than Rs. 3,01,974/-, letter confirming the availability of line of credit for as mentioned above.

No.	Item	Location	Minimum working capital (INR)
1	01No. Toyota Innova (AC) on 24 hrs. duty	Jaipur	3,01,974/-

1.3 NET WORTH

Net Worth of the bidder should be positive as per the audited financial statement for the year 2018–19.

C. Relaxation of prior turnover and prior experience for startups (as defined in gazette notification no. D.1-33004/99 dated 18.02.2016 and 23.05.2017 of ministry of commerce and industry), as amended time to time:

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

D. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

- (i) **Technical Criteria of BEC:** Refer to Section II BEC of tender
- (ii) **Financial Criteria of BEC:** Refer to Section II BEC of tender

E. EVALUATION METHODOLOGY:

Methodology for Evaluation and Award shall also include price evaluation based on over all lowest evaluated prices (L-1) basis.

- 1) Work center/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/works:
The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- 2) Work Centre/Project cannot avail/take the credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/works:
The bids will be evaluated based on total price including applicable GST (CGST & SGST/ UTGST or IGST).
- 3) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per act/law in vogue). Where RSGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.
- 4) In case any cess on GST is applicable same shall also be considered in evaluation.

SECTION-III

INSTRUCTION TO **BIDDERS**

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

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/RSGL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by RSGL 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. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of RSGL or the Ministry of Petroleum and Natural Gas.
- If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
- In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RSGL by the bidder.
- It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above 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 39 of ITB.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RSGL by the bidder.
- It shall be the sole responsibility of the bidder to inform RSGL there status on above 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 no.39 of ITB.
- (i) Bidder shall not be affiliated with a firm or entity:

-
- (ii) 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
- (iii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.6 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.
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.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5 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, RSGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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

[B] – BIDDING DOCUMENTS

7 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 'Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing
- Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify RSGL in writing or email at RSGL's 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 due date of submission of bid in cases where pre-bid meeting is not held. RSGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. RSGL may respond in writing to the request for clarification. RSGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on RSGL's tendering web site / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) 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.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original as per Clause 16 of ITB
- (k) All forms and Formats including Annexures
- (l) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (m) 'Integrity Pact' as per 'Form F-13'
- (n) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (o) Additional document specified in Bidding Data Sheet (BDS).
- (p) Any other information/details required as per Bidding Document

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

11.12 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. RSGL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In 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.
- vi) 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.

11.13 PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID” comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the RSGL’s portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid

Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.14 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal.

[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]

- 11.2 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 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-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration number in 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 Service Provider only. 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 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, RSGL 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 CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of RSGL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from RSGL to the government exchequer, then, that Contactor shall be put under Holiday list of RSGL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on RSGL.
- 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 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, in case RSGL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.
Beyond the contract period, in case RSGL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to RSGL's account.
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 Where the RSGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/RSGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/RSGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the RSGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/RSGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the 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.
- 13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 RSGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where RSGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 13.8 In case RSGL 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 RSGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and RSGL 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 RSGL or ITC with respect to such payments is not available to RSGL for any reason which is not attributable to RSGL, then RSGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by RSGL to Service Provider / Supplier.
- 13.9 Service Provider shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable RSGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.
If input tax credit is not available to RSGL for any reason not attributable to RSGL, then RSGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by RSGL in future to the Service Provider under this contract or under any other contract.
- 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 Service Provider 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 RSGL. Further, in case rating of bidder is negative / black listed after award of work, then RSGL 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 RSGL.
- 13.12 The rate of GST as quoted in Price Schedule/SOR shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule/SOR shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to RSGL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.
- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by RSGL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the 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 email. A Bidder may refuse the request without forfeiture of his EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of Rajasthan State Gas Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F 2/ F- 2A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

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

- 16.2 RSGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by RSGL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after 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 acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to Dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be

considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by RSGL. The forfeiture amount will be subject to final decision of RSGL based on other terms and conditions of order/ contract.”

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on RSGL e-tendering 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 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 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. RSGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note RSGL 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. RSGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. RSGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the

bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) 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 Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

[D] – SUBMISSION OF BIDS

20 SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. (Not applicable for this tender).
- 20.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 20.3 All the bids shall be addressed to the owner at address specified in IFB.
- 20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

21 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

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- 21.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 21.3 RSGL 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 RSGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on RSGL's website/ communicated to the bidders.

22 LATE BIDS

- 22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 22.2 In case of e-tendering, e-tendering system of RSGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by RSGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, 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.
- 22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

23 MODIFICATION AND WITHDRAWAL OF BIDS

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

23.1 MANUAL BIDDING

- The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by RSGL prior to the deadline for submission of bid.
- 23.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number."/ communication regarding withdrawal of bid with "Tender Document number ."/ must reach concerned dealing official of RSGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 23.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 23.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 23.5 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, RSGL 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.

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

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

[E] – BID OPENING AND EVALUATION

25 BID OPENING

25.1 Un-priced Bid Opening:

RSGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

25.2 Priced Bid Opening:

2521 RSGL 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.

2522 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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

26 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

27 CONTACTING THE EMPLOYER

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

- 27.2 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.

28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 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"
- 28.2 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.
- 28.3 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.
- 28.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 28.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

29 CORRECTION OF ERRORS

- 29.1 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 Bidder (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.

- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 29.2 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.

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

31 EVALUATION AND COMPARISON OF BIDS

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

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

32 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

33 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

34 AWARD

Subject to "ITB: Clause-29", RSGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by RSGL either by Fax / E - mail/Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on RSGL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. RSGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 35.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", RSGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16".
- 35.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause

36 SIGNING OF AGREEMENT

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

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 37.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from RSGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 37.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

- Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.
- 37.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 37.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS 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 CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 37.5 Further, the bidder can submit CPBG on line through issuing bank to RSGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by RSGL.
- 37.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of RSGL's Bank Account are mentioned in BDS.
While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. (Contractor/vendor to specify the FOA/LOA/PO No.)" Under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance."
- 37.7 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by RSGL. The forfeiture amount will be subject to final decision of RSGL based on other terms and conditions of order/ contract.

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

- 38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract- Services.
- 38.2 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**
Notwithstanding anything contained contrary in GCC 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 RSGL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by RSGL (India) 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.

39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

39.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

-
- a) In case of proprietary MSE, Proprietor(s) shall be Women.
 - b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
 - c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

39.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

39.4 If against an order placed by RSGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

39.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

39.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

39.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed

payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. RSGL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDIS (Invoicemart), Mumbai

MSME Bidders are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40 AHR ITEMS

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

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

41 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Appendix-2 of General Conditions of Contract- Services with following modifications:

- (i) Clause no. 3.0 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. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. 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) Clause no. 4.0 "**EXCLUSIONS**"

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

-
- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
 - ii) Orders for Misc./Administrative items/ Non stock Non valuated items (PO with material code ending with 9).

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

- (iii) Clause no. 5.1 v) and 5.3 v)

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

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

- (i) Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years

- (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

42 INCOME TAX & CORPORATE TAX

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

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

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

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

43 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

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

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

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

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

46 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

47 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.

48. QUARTERLY CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, RSGL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

49. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS]

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, RSGL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause

with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on RSGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. RSGL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by RSGL in future to the Supplier/Contractor under this contract or under any other contract.

ANNEXURE-II

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : RSGL/JPR/C&P/VEHCILE/2019-20/NIT-01 DATED: 18.07.2019				
1.1	The Employer/Owner is: Rajasthan State Gas Limited				
2.1	The name of the Services to be performed is: HIRING OF 01 NO. VEHICLE FOR RAJASTHAN STATE GAS LIMITED AT JAIPUR FOR THE PERIOD OF THREE YEARS.				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Dy. General Manager (C&P) Rajasthan State Gas Limited 2nd Floor, Khaniz Bhawan Tilak Marg C-Scheme Jaipur-300205				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers): Refer SCC and Scope of work				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____				
12 & 13	Whether RSGL will be able to avail input tax credit in the instant tender <table border="1" data-bbox="445 1749 1134 1883"><tr><td>YES</td><td><input checked="checked" type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>	YES	<input checked="checked" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="checked" type="checkbox"/>				
NO	<input type="checkbox"/>				

14	The currency of the Bid shall be INR
15	The bid validity period shall be 90 days from final 'Bid Due Date'.
16.1	<p>In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Rajasthan State Gas Limited, payable at Jaipur</p> <p>In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Rajasthan State Gas Limited, payable at Jaipur</p>
16.10 and 38.6	<p>For submission of EMD/ Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS, the details of RSGL's Bank Account is as under:</p> <p>As per the above</p>
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
22.3 and 4.0 of IFB	<p>For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is :</p> <p>Dy. General Manager (C&P) Rajasthan State Gas Limited 2nd Floor, Khaniz Bhawan Tilak Marg C-Scheme Jaipur-300205</p>
26	<p>The bid opening shall take place at:</p> <p>Rajasthan State Gas Limited 2nd Floor, Khaniz Bhawan Tilak Marg C-Scheme Jaipur-300205</p>

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE:
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s RAJASTHAN STATE GAS LIMITED

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____
3	Name of Proprietor/Partners/Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office:	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Bidder's address where order/contract is to be placed	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div> <div>GST No.:</div>
8	Telephone Number/ Mobile no. of address where order is to be placed	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }

13	PAN No.	
14	GST No. (refer sl. no. 8 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i>
18	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).
19	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)</i>

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORMAT F-2
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No_____ M/s.

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

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

E-3
LETTER OF AUTHORITY

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

Ref:
To,
M/s RAJASTHAN STATE GAS LIMITED

Date:

SUB:
TENDER NO:

Dear Sir,

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

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

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

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

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

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

F-4
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, _____
M/s RAJASTHAN STATE GAS LIMITED

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 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the
"RSGL" which expression shall wherever the context so require include its successors and
assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs.
_____ (Rupees _____) as full
Contract Performance Guarantee in the form therein mentioned. The form of payment of
Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled
Commercial Bank, undertaking full responsibility to indemnify 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 contractor to RSGL
in such manner as RSGL may direct the said amount of Rupees _____ only
or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this
guarantee, postpone for any time or from time to time the exercise of any of the powers
and rights conferred on you under the order/contract with the said
M/s. _____ and to enforce or to forbear from endorsing
any powers or rights or by reason of time being given to the said
M/s. _____ and such postponement forbearance would not
have the effect of releasing the bank from its obligation under this debt.

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

-
8. We have power to issue this guarantee in your 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 SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

E-5
AGREED TERMS & CONDITIONS

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of GST (CGST & SGST/ UTGST or IGST) quoted in Price Schedule/ SOR	CGST:% Plus SGST/UTGST..... % Total% Or IGST..... %
4.1	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: RSGL% Bidder..... %
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after reducing the price reduction due to delay.	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14		

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
15.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ RSGI or their relative is not a partner.	Confirmed	
		Not confirmed	
16.	All correspondence must be in ENGLISH language only.		
17.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.		
18.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
19.	<p><u>No Deviation Confirmation:</u></p> <p>It may be note that any 'deviation / exception' in anyform may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>		
20.	<p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>		
21.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their		

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	bid	
22.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
23.	<p>Bidder hereby confirms that they are not on 'Holiday' by RSGL 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.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of RSGL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of RSGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to RSGL by them.</p>	
24.	Bidder confirms 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.	

Place:
Date:

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

E-6
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 to concerned executive in RSGL issued the tender, by filling up the Format)

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

Dear Sir,

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

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

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

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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

F-7
BIDDER'S EXPERIENCE

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-8
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	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding□ document including SCC, ITB, GCC ,SOR drawings, corrigendum (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	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document□ along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
V	Details and documentary proof required against BEC criteria□		
vi	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all format duly filled in are enclosed with the bid duly□Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		

5.0	Confirm that annual reports & duly filled in Form 9 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-9
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE: NOT
APPLICABLE

F-10
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER NOT
APPLICABLE

F-11**BIDDER'S OUERIES FOR PRE BID MEETING**

To,

M/s RAJASTHAN STATE
GAS LIMITED

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	RSGL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.**SIGNATURE OF BIDDER:** _____

NAME OF BIDDER : _____

F-12

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)

F-14**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 II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on RSGL E-Tender portal.
6.0	Are there any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.
7.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

Section-IV General Conditions of Contract (GCC):

GENERAL CONDITIONS OF CONTRACT (GCC)

Note: GCC shall be read in conjunction to Special Conditions of Contract (SCC)

1. DEFINITIONS

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between RSGL and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 RSGL:

Shall mean RAJASTHAN STATE GAS LIMITED, India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE

Shall mean the place in which the operations / services are to be carried out or places approved by the RSGL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 RSGL'S SITE REPRESENTATIVE / ENGINEER / OFFICER

Shall mean the person or the persons appointed by RSGL from time to time to act on its behalf at the site for overall co-ordination, supervision and contract/project management at site.

1.5 CONTRACTOR

Shall mean any person/ persons / firm/ company etc. to whom work has been awarded and whose bid has been accepted by RSGL and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT

Shall mean order / contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written approval of RSGL on third party. Without the approval from RSGL no part of job shall be done sublet. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary approval of RSGL

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person / or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the RSGL as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by RSGL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on RSGL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by RSGL

1.10 DAY & MONTH

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site. Month shall mean the calendar month of 30/31 days.

1.11 WORKS / OPERATIONS

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.12 DEFECT LIABILITY / WARANTEE / GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the material supplied / works executed / services provided as per CONTRACT.

1.13 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.14 INSPECTORS:

Shall mean any person or outside Agency nominated by RSGL to inspect equipment, materials and services, if any, in the CONTRACT part wise as well as final as per the terms of the CONTRACT.

1.15 THIRD PARTY

Shall mean any group, RSGL person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.16 APPROVAL:

Shall mean and include the written consent duly signed by RSGL or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT.

2.0 SCOPE OF WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, Scope of work. However, Contractor shall be liable for all the relevant / related activities involved to complete the work as per the relevant standards and to extent of client satisfaction.

3.0 VALIDITY OF THE CONTRACT:

This CONTRACT shall remain valid for a period till the contractual completion date or till completion of work whichever is later from the date of issue of Mail/Fax of Intent or LOA or until any termination letter is issued by RSGL.

4.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

4.1 CLIENT REGISTERED OFFICE & ADDRESS

RAJASTHAN STATE GAS LIMITED,
2nd Floor, Khaniz Bhawan,
Tilak Marg C-Scheme,
Jaipur - 300205

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....

.....

.....

Fax.....

5.0 DUTIES AND POWER / AUTHORITY:

5.1 The duties and authorities of the RSGL's site representative are to act on behalf of the RSGL for:

- (i) Overall supervision, co-ordination and Contract Management at site
- (ii) Proper utilization of equipment and services.
- (iii) Monitoring of performance and progress

- (iv) Commenting / countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfaction on / with the facts of the respective cases.
- (v) It shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature / comments of the RSGL's representative / engineer without which no claim will be entertained by the RSGL

5.2 CONTRACTOR's REPRESENTATIVE

- (i) The Contractor's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with RSGL's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to RSGL's representative / inspector in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to services/works.
- (iv) To have complete charge of Contractor's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

6.0 CONTRACT DOCUMENT

6.1 GOVERNING LANGUAGE

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2 ENTIRE AGREEMENT

The CONTRACT constitutes the entire agreement between the RSGL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication , negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

- 6.3 Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

6.4 MODIFICATION IN CONTRACT

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of deployment, shall be considered valid only when accepted in writing by RSGL by issuing amendment to the CONTRACT. RSGL shall not be bound by any printed conditions, provisions in the Contractor's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.5 ASSIGNMENT

The CONTRACTOR shall not, save with the previous consent in writing of the RSGL, sublet / SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

6.6 WAIVERS AND AMENDMENTS

- a) **WAIVERS:** - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) **AMENDMENTS:** - It is agreed that CONTRACTOR shall carry out work in accordance with the terms and conditions of this contract / tender document RSGL which may be amended from time to time by reasonable modifications as RSGL sees fit and necessary.

7.0 REMUNERATION AND TERMS OF PAYMENT

- 7.1 RSGL shall pay to CONTRACTOR for the supplies/services, to be provided by the CONTRACTOR as per the Scope of, as per the Schedule of Rates. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- 7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to EIC.
- 7.3 Invoices with original supporting documents duly countersigned by the RSGL's representative/ engineer wherever applicable will be submitted (indicate the period of the bill claimed) by the CONTRACTOR to RSGL and payment shall be made within 30 days from the date of receipt of invoice and relevant documents in correct order/form at the above office.
- 7.4 In the event of any dispute in a portion or whole of any invoice, the RSGL shall make payment of undisputed portion and shall promptly notify the Contractor's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

8.1 CLAIMS

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, drivers, vehicle, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of RSGL. RSGL may, at its option, pay and discharge any liens or overdue charges for Contractor's equipment, drivers, vehicle, services and supplies under this CONTRACT and may there upon deduct the amount or amounts so paid from any sum due, or there after become due, to CONTRACTOR hereunder.

8.2 NOTICE OF CLAIMS

CONTRACTOR or RSGL, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 TAXES

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including road tax, vehicle tax, service tax, GST, customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the RSGL for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

Deductions of taxes (as applicable) as per the regulations shall be made at RSGL end.

8.4 PERSONNEL TAXES

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, Sub-Contractor's personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

8.5 CORPORATE TAXES

The CONTRACTOR shall bear all corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the RSGL for the work done under this CONTRACT.

If it is so required by the applicable laws in force at the time of payment, the RSGL shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the Contractor's operations pursuant to this CONTRACT.

9.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the RSGL and accept full responsibility for the satisfactory quality of such services as performed by them. Any defects, deficiencies noticed in the Contractor's service

will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the RSGL to improve their performance failing which the RSGL may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) day's written notice.

10.0 PERFORMANCE BANK GUARANTEE

The CONTRACTOR shall furnish to the RSGL within 15 days from the date of fax CONTRACT/ Letter of Award (LOA), security deposit in the form of a Bank draft or an irrevocable Bank Guarantee (as per the Performa enclosed) for the period specified in the bid document/ Notification of Award/ LOA, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in respect of any amount due from the CONTRACTOR to the RSGL, the RSGL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the RSGL on demand.

11.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international business practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-Contractor's employees and shall abide by and conform to all rules and regulations promulgated by the RSGL governing the operations. Should RSGL feel that the conduct of any of CONTRACTOR/SUB-Contractor's employees is detrimental to RSGL's interest, the RSGL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at Contractor's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at Contractor's cost.

12.0 SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by RSGL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters. RSGL's employee also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13.0 SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized

in writing by RSGL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/ work and not required by the RSGL. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

14.0 INDEMNITY AGREEMENT

14.1 INDEMNITY BY CONTRACTOR

CONTRACTOR shall indemnify and keep indemnified RSGL, its contractors (other than the CONTRACTOR) and/or sub-contractors and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses(including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith including but not limited to :

- a) Personal injury, illness or death of:
 - i) Any of Contractor's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of RSGL; and
 - ii) subject to clause 14.1 (a) (I) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel and
- b) Loss or damage to:
 - i) Any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractor's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of RSGL); or
 - ii) Subject to clause 14.1 (b) (I) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel.

14.2 INDEMNITY BY RSGL

RSGL shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. Subcontractors of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

- a) Personal injury, illness or death of
 - i) Any employee of the RSGL(even if caused by or contributed to by the negligence or fault of Contractor);

- ii) subject to clause 14.1 (a) (I) any other person to the extent that the injury, illness or death is caused by the negligence or fault of RSGL; and
- b) Any loss or damage to:
 - i) Any property owned, hired or supplied by RSGL (even if caused by or contributed to by the negligence or fault of Contractor); except to the extent that such property is in the care or custody of Contractor in connection with the work under the Contract.
 - ii) Subject to clause 14.1 (b) (I) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of RSGL

14.3 PRICE REDUCTION SCHEULE

As per the clause mentioned in SCC

15.0 TERMINATION

15.1 TERMINATION ON EXPIRY OF THE CONTRACT

This contract shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the RSGL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

15.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in Clause 16.

15.3 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the RSGL shall, by a notice in Writing have the right to terminate this CONTRACT and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

15.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the RSGL considers that the performance of the CONTRACTOR is unsatisfactory or, not up-to the expected standard, the RSGL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The RSGL shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the RSGL.

15.5 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the RSGL to pay shall be limited to the period up-to the date of termination. Notwithstanding the termination of this Agreement, the

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

In case of termination of CONTRACT herein set forth except under 15.1 and 15.2, the CONTRACTOR shall be put on holiday [i.e. neither any enquiry will be issued to the party by RSGL against any type of tender nor their offer will be considered by RSGL against any ongoing tender(s) where contract between RSGL and that particular CONTRACTOR (as a bidder) has not been finalized] for two years from the date of termination by RSGL to such CONTRACTOR.

16.0 FORCE MAJEURE

16.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely RSGL and the CONTRACTOR.

16.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, RSGL shall have the option of cancelling this CONTRACT in whole or part at his discretion without any liability at his part.

16.3 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

17.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the CONTRACT is signed in India). Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way. All proceedings shall be at Jaipur.

18.0 ENTIRE AGREEMENT

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and RSGL

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and nay other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provisions(s) of the special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to override the provisions of the General conditions of contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTRACTOR shall perform certain work OR provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The intending bidder shall be deemed to have visited the sites. Non familiarity with site conditions and unawareness of General Condition of contract will be not considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 Bids of Joint Venture/Consortium not acceptable.
- 1.6 The vehicle shall necessarily have **TAXI PERMIT**.
- 1.7 During the period of the contract, RSGL can increase/decrease the number of vehicle on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the Contractor to execute any such order.
- 1.8 No sub-contracting shall be allowed without permission of the Company.
- 1.9 The Vehicle, taken on hire with the approval of the Engineer-in-charge for regular duties under the contract shall not be changed/replaced by the Contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the Contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-Charge or its Authorized Representative will be considered as final.
- 1.10 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the Contractor shall remain with the Company and the same shall be final and binding upon the Contractor.

2.0 GENERAL DEFINITIONS

- 2.1 “**AREA OF OPERATION OF HIRED VEHICLE**” means the areas/places connected with activities of Rajasthan State Gas Limited defined in Scope of Work OR any other place at the sole discretion of the Company, depending upon requirement to meet the objective of the contract.

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

- 2.2 “**MONTHLY VEHICLE**” means vehicle deployed for full calendar month i.e. from any date of month to the preceding date of the next month.
- 2.3 “**CHARGES**” means the charges (normal duty hours) of vehicle per month with prescribed kilometers.
- 2.4 “**COMPANAY**” means Rajasthan State Gas Limited, Jaipur
- 2.5 “**CONTRACTOR**” means any proprietorship/partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicle on hire to the Company.
- 2.6 “**CONTRACT**” means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-Charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.
- 2.7 “**DAY**” means day starting from 0000 hrs. to 2400 hrs.
- 2.8 “**DISTANCE**” means the distance by the shortest approachable route unless otherwise specified.
- 2.9 “**HOURL**” means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 2.10 “**MONTH**” means a complete calendar month of the year.
- 2.11 “**NIGHT HALT**” means overnight stay of Vehicle at any place/in any area beyond its designated reporting place/places.
- 2.12 “**PRO-RATA HOUR RATE**” means a rate arrived at by the following
formula: For 24 hrs. duty =
$$\frac{\text{Monthly Charges}}{30 \times 24 \text{ hrs.}}$$
- 2.13 “**REPORTING PLACE OF VEHICLE**” means any operational site of the Company where a Vehicle(s) shall normally report for duty. The normal reporting place of Vehicle(s) shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.
- 2.14 “**SCHEDULE OF RATES**” means rates to be filled/attached to these contracts.
- 2.15 “**SEATING CAPACITY**” means the number of passengers the Vehicle can carry including the driver.

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- 2.16 “**SUITABLE SUBSTITUTE**” means similar vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by Engineer-in-Charge.
- 2.17 Vehicle: As per the specifications given hereunder:
- 2.17.1 “**Toyota Innova – AC ” or Equivalent** means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi Permit and Insurance documents and driver. The vehicle must be diesel driven with A.C.”

3. **PERIOD OF CONTRACT**

- 3.1 *The contract will be valid initially for a period of **THREE Years (36 months)** from the date of commencement. The vehicle is required to deploy within 30 days from the date of order.* The vehicle will be deployed in a phased manner as conveyed by Engineer-in-Charge from time to time depending on the work requirement. Thus individual vehicle or a “category” of vehicle will have a contract period of TWO Years (24 Months) from the date of deployment with the provision of time extension for further 6 (six) months at the sole discretion of Engineer-in-Charge at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.2 The order will be placed for intended number and type of vehicle. However, the placement of the specific no. and type of vehicle will be based on work requirement and Contractor has to place the vehicle within 30 days from the date of intimation from Engineer-in-Charge during contract duration.
- 3.3 In case, contractor fails to place the prescribed vehicle within 30 days from the date of issue of order (FOA), grace period of **15 more days shall** be allowed for which penalty shall be imposed & as shown here in under:-

DEALY PERIOD	PER DAY/ PER VEHICLE
Beyond 31 st till 45 th Day	Rs.1000/- per day/ vehicle

- 3.4 If the vehicle(s) is not placed even after grace period of 15 (Fifteen) days, then the contract may be cancelled without prejudice the Company’s right to forfeit the Earnest Money Deposit/Security Deposit and other rights available under the contract.
- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days’ notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.
- 4.0 **SCOPE OF WORK:**
The Scope of Work shall be as detailed given above.

5.0 **OPERATIONAL NORMS & CONDITIONS:**

- 5.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicle act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/State Legislation’s and Orders, Rules and Regulations of Central/State Government and other Authorities. Contractor

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agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the Contractor.

The Vehicle can be sent to any place for official work/duties/welfare activities at the discretion of the EIC and the contractor as required to ply the Vehicle and decision of "EIC" will be final & binding on the Contractor in this regard.

- 5.2 The vehicle are required to report to sites/locations as per the direction of the Engineer-in- Charge and may be required to stay overnight on temporary duties. The vehicle for execution of the Pipeline Projects shall be reporting to the camp offices. However, night halt for the places other than those mentioned in the Scope of Work shall be considered as out station duties for payment purpose.
- 5.3 The Contractor shall be required to deploy the Vehicle confirming to the specifications with all – requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M.V. Act/Rules in force.
- 5.4 The Contractor shall maintain the Vehicle in absolute good working condition. If any Vehicle develops defects while on duty, the Contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicle or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.
- 5.5 The Contractor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distance/outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.
- 5.6 In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar/matching type within "seventy two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@Rs.1000.00 per day after 72 hours for each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications at his cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs.1000.00 per day per vehicle will be imposed for not providing similar specified vehicle(s).
- 5.7 Drivers of the vehicle normally should not be changed during currency of contract. The contractor shall ensure that the driver(s) provided on vehicle is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The Contractor shall withdraw such driver(s) from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the Contractor. In case of failure of the Contractor to withdraw such driver(s) from duty, the vehicle(s) shall not be accepted for

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.

- 5.8 Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of “light grey color” or any other color as approved by Engineer-in-Charge, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty “@Rs.200.00 per such occasion” will be imposed on Contractor. Decision of “EIC” will be final and binding on the Contractor in this regard.
- 5.9 In case of air conditioned vehicle(s), a penalty @Rs.500.00 per day per vehicle shall be levied, if the AC is not working.
- 5.10 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt , etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay “night halt charges as mentioned in Clause No.14 in case vehicle(s) are deputed for ‘outstation duty’ and required to stay overnight.
- 5.11 The Contractor will be required to supply vehicle only conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract, in exceptional circumstances, the Company may however, accept a suitable substitute vehicle other than those as specified in the tender, subject to imposing the penalty as specified in clause no. 21 of SCC of the tender.
- 5.12 In case any vehicle(s) is withdrawn from duty by the Contractor or if he fails to provide a substitute vehicle(s) or provide a vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the vehicle and imposing the penalty as specified in clause no. 21 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day = $\frac{\text{Monthly Charges}}{30 \text{ days}}$

- 5.13 The driver/contractor shall not carry any unauthorized passenger in the vehicle(s) on duty hours. In case of same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor/Driver ignores the instructions, the vehicle shall not be accepted and penalty as per clause no. 21 of SCC shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring/cancellation of contract.
- 5.14 The vehicle(s) on duty is/are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger of any conduct prejudicial to the Company’s interest or image Such checks will also be applicable to any alternate vehicle provided by the Contractor. In case of any default/non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.
- 5.15 The Contractor shall display a mark “ON RAJASTHAN STATE GAS LIMITED DUTY” on all vehicle at his cost for making the vehicle conspicuously distinguishable from a distance. The Contractor shall not display the advertisement of his or other agency on the vehicle(s) hired by the Company.
- 5.16 Before and after the duty hours and on holidays, the vehicle(s) deployed for duty shall not be used for any other purpose.

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- 5.17 Speedometer, Kilometer Recorder and other instrument/meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer of such distance/places as verified and certified by the Officer/Staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.
- 5.18 The Contractor shall have an office with telephone facility and one supervisor to coordinate the movement of vehicle(s). The supervisor or the responsible representative of the Contractor shall have to make regular visits to the company as specified from time to time during currency of the contract. The Contractor should intimate his contact telephone numbers & permanent address for communication/correspondence in writing along with his office for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip/card indicating the vehicle registration no., name of the driver and his mobile no. should handed over to the commuter immediately while boarding the vehicle.
- 5.19 Regular vehicle(s) shall be given one day off in a month for maintenance to keep the vehicle(s) in good running condition. However, Contractor has to provide suitable substitute replacement vehicle(s) during maintenance period. In case of failure, penalty would be made as per clause no. 21 of SCC of the tender.
- 5.20 Vehicle should be preferably in the name of the Party / Bidder who has been awarded the LOA/LOI, however, in case of vehicle(s) hired from other sources by Contractor and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances he will not make any claim whatsoever to the Company. The deployed vehicle should necessarily be registered in the state in which tender has been floated.
- 5.21 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.
- 5.22 Vehicle(s) shall not leave duty point for any purpose without the specific permission of the user.
- 5.23 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.
- 5.24 Vehicle provided may have Mobile Radio System to be installed by the Company and Contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and security of such system.
- 5.25 Duty hours and kilometer run of the hired vehicle shall be counted from the reporting time of the hired vehicle at the designated place in the town. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicle will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilometer run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.26 Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.

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- 5.27 The Company shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractors' vehicle/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.
- 5.28 Contractor shall ensure that his drivers refrain from smoking while driving the Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.
- 5.29 Contractor(s)/driver (s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.
- 5.30 Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.31 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.32 Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.33 Contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 5.34 Contractor is required to maintain registers and records as required under different laws.
- 5.35 Contractor shall take care of the health and insurance of all their employees and workmen deputed for this work.
- 5.36 Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
- 5.37 Vehicle preferably of white color shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, Napkin, Umbrella and First-aid box. In case of non-provision of any item, a penal recovery of Rs.50/-per day per item will be made from the bill.
- 5.38 The driver should be conversant with local language preferably having knowledge of Hindi & English.
- 5.39 With reference to Clause No. 14.3 & 14.4 the rates quoted per vehicle per month shall include all charges for permit, taxes & all statutory payments except Parking charges, Night halt charges, entry tax/Toll Tax. The charges for entry tax/toll tax, parking charges and night halt charges shall be reimbursed on production of receipts of concerned authorities / duly certified Challan. No night halt charges, entry / road toll tax will be payable to the contractor if the vehicle movement is in the state of Assam.

6.0 VEHICLE DOCUMENT:

The Vehicle should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits or parking fees etc., if any, required during and for the duty with the Company. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Company, its officers/ employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and the company, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS :

- 7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicle Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central /State legislations and orders, rules and regulation of Central/State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employees harmless for/against any loss, expenditure and claims penalty etc. of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the contractor.
- 7.2 **Undertaking: (For motor transport undertaking employing less than five motors transport workers)** Bidder are required to submit the undertaking on their letter head with the intent that they do not employ more than five (05) motor transport worker as per Section 1 of “The Motor Transport worker at 1961”, confirming that such registration is not applicable on them.
- 7.3 The Contractor(s) firm / concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Funds & Misc. Provisions Act 1952 and extend benefits of Employees Deposit Linked Insurance, 1976 and Employee Pension Scheme 1995 . It shall be obligatory on the part of the contractor to submit a copy of EPF Registration Certificate before commencement of the work. All incidental expenses such as Administrative charges etc. etc. shall also be the contractor’s liability and shall deposit these amounts on or before the prescribed dates, in respect of the personnel engaged/deployed by him for the work of RSGL.
- 7.4 PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than the prescribed ceiling, has to be made to the member. The exclusion be carried out as per provisions of EPF Scheme 1952.
- 7.5 The contractor has to ensure compliance under Para 83 of EPF Scheme, 1952 i.r.o the “**International Workers**” deployed by them. In order to regulate the same, the contractor must register on the **International Worker Portal of EPFO**.
- 7.6 The contract shall produce necessary ESIC Code before commencement of Work or workmen who are not covered under ESI Act, the Contractor should take appropriate

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Workmen Compensation Insurance Policy and submit a copy of the same to RSGL (India) Limited who are not covered under ESIC Act.

- 7.7 In case the WORK PLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC, the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum **compensation liability** (i.e. Rs.10.86 Lakhs per employee) under Employee Compensation (i.e. EC) **and Medical Policy towards medical expenses liability in lieu of ESI @ 4.75 % of wages annually** extending coverage to all workers.
- 7.8 The contractor is required to deposit ESIC contributions through banks with Employee State Insurance Corporation on monthly basis and during their monthly bills a copy of same as proof of the payment along with the detailed status submitted to ESIC showing the name of contractor's workers and the amount remitted in the respect of such workers. The contractor is solely responsible to arrange ESIC Card/Smart Cards for the Contract workers/labours engaged by him from the ESI Corporation.
- 7.9 The contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic Challan along with On Line Uploaded list for contract workers/members for the proof of remittance of Provident Fund and ESI Contributions with respective authorities for the contract workers engaged by him in RSGL while submitting monthly bills. **Common challans / ECR would not be acceptable in RSGL.**
- 7.10 The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to RSGL and shall deposit these amounts on or before the prescribed dates.
- 7.11 The Contractor shall pay Minimum Wages under the provisions of Minimum Wages Act,1948 to his workers and shall also, liable to pay revised Minimum Wages including DA as and when notified / revised by Central Govt. or State Govt. whichever is higher. No additional payment will be made against the same during the tenure of contract period.
- 7.12 Notwithstanding anything contrary contained in the Contract, the Contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time issued / notified / revised by Central Govt. or State Govt. whichever is higher at its own cost during the tenure of contract period.
- 7.13 Unless otherwise specifically mentioned in the special condition in the contract, the contractor shall bear any upward revision in 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 as its own cost during the contract period.
- 7.14 The contractor shall ensure payment of Bonus to its workers/labours/employees under Payment of Bonus Act 1965, which shall in no case will be less than the minimum Bonus prescribed under the Act from time to time.

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- 7.15 The contractor shall be responsible for Gratuity Payment in cases of death or permanent disablement for his workers/labours/employees deployed/engaged to RSGL during the currency of contract as per the Provisions of Payment of Gratuity Act, 1972. Nomination Form as prescribed must be kept on record and should be considered for extending benefit.
- 7.16 The contractor shall be responsible for providing Leave Wages, Over Time for working extra / Compensatory holidays as prescribed time to time under Factories Act/Rules or Shops & Establishment Act.
- 7.17 It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary certificates/licenses/permissions from the concerned authorities as provided under the various labour legislation's including the Labour License obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. No work shall be allowed to start without a proper Labour License, if applicable. License should be obtained for maximum number of labors to be deployed on any one day.
- 7.18 The contractor shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, Payment of Gratuity Act, 1972, Maternity Benefit Act-1961, Shops and Establishment Act, 1970, Workmen Compensation Act, Personal Injury (Company Insurance) Act, Fatal Accident Act, Family Pension and Deposit Linked Insurance Scheme, Motor Vehicle Act 1988, Motor Vehicle Rules, Industrial Dispute Act, 1947 and other relevant Acts, Rules and Regulations enforced from time to time. The contractor shall be liable for all payments etc. arising out of enforcement of the said legislature. Further, the contractor should maintain records etc. as required under the Legislature and produce the same for inspection whenever asked for.
- 7.19 The contractor shall be solely responsible for the payment of monthly wages under the provision of The Payment of Wages Act, 1936 and other dues through e-banking / digital mode system only to his personnel/workers/labour deployed/engaged by him latest by 7th of the subsequent month and shall ensure that overtime wages wherever applicable has been paid to its workers. The wages should be disbursed to the contract labours only in the presence of Engineer-In-Charge or his authorized representative on emergency. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and **sign the Wage Register - Form B** (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) jointly with specific seal detailing name/designation/Company and **certification is to be done based on Bank Statement in the same manner.**
- 7.20 The Contract Labour to be engaged for the contract by the contractor / contracting firm should be on the roll of the contractor's firm and no labour engaged by the contractor shall be less than 18 years and maximum age limit is to be considered as 58 Years.

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- 7.21 The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. The contractor shall indemnify RSGL in this regard.
- 7.22 Contractor shall be required to obtain requisite labour license (if applicable) at his own cost from the appropriate Licensing Authority i.e. ALC (C), Guwahati, Assam before undertaking contract work. The contractor has to submit the Half-Yearly Return [Form – XXIV] before concerned ALC(Central), the Licensing Officer within 30 days from the end of Half Year in duplicate to the Licensing authority with a copy of RSGL.
- 7.23 Contractor shall provide proper identification cards for his labour/workers to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain Entry Passes from Security Dept. through Engineering– In-Charge for his labour / workers on submission of Police Verification Certificate .
- 7.24 Contractor will undertake Police Verification in respect of the Contract workers engaged / deployment by him in RSGL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence .Contract has to deploy the personnel with no past criminal records. Also the contractor has solely responsible to provide Police Verification for all the persons deployed by him. In case any worker is found having criminal record, he shall have to be immediately replaced / removed by the Contractor/Agency forthwith, failing which that particular worker of the Contractor/Agency will not be allowed to enter into the premises of RSGL.
- 7.25 The Contractor shall obtain all necessary insurance policy covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/RSGL or to some other agency. The contractor shall submit the proof that he has purchased an insurance policy as mentioned above.
- 7.26 In case of accident, injury and death caused to the workers / labour of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify RSGL from such liabilities.
- 7.27 While confirming to any of these conditions, Contractor should ensure that no applicable Act or Rules regarding labor, welfare etc., is violated. Contractor shall indemnify RSGL for any action brought against him for violation, non-compliance of any applicable Act, Rules and Regulations there under.
- 7.28 The contractor/contracting firm shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor/ contracting firm shall get examined his employees / persons / workers deployed through Civil Govt. Doctor before deployment and their Annual Health Check-up report should be submitted to EIC from time to time .

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- 7.29 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / RSGL will terminate the contract immediately and may refer the case to police.
- 7.30 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further he shall ensure that none of his workers create any nuisance or indulge in anti- social criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 7.31 The contractor hereby agrees to indemnify owner / RSGL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/RSGL.
- 7.32 Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rules or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.
- 7.33 Contractor shall undertake to indemnify the Company against all action, suits, proceedings, claims, losses, damages etc. which may arise under “Minimum Wages Act”, “Personnel Injury”, “Company Insurance Act”, “E.S.I. Act”, “Fatal Accident Act”, “Workmen Compensation Act”, “Shops & Establishment Act”, “Employees Provident Fund Act”, “Family Pension & Deposit Link Insurance Scheme” or any other act or statute not specifically mentioned herein but having any direct or indirect application for the person engaged under this Contract.
- 7.34 Contractor agrees to and does hereby accept full and exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or Local Authority and also from all claims suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the contractor, by third parties or any Central Government, State Government or Local Authority under any act or rules framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.
- 7.35 Contractor will be required to observe and fulfill all the obligations under various enactments’ applicable to the nature of job performed by him under the contract.
- 7.36** The Contractor to maintain all Register and other records at an **Office** or the nearest convenient building within the precincts of the work place or at a place **within a radius of three kilometers**.
- 7.37 The Engineer-in-charge (EIC) is authorized to certify the **Wages Register** maintained by Contractor and accordingly as and when attendance to be checked EIC can ask for such registers which must be submitted by the contractor or his representative to the EIC.
- 7.38** While engaging the contractual manpower, contractor is required to make efforts to provide opportunity of employment to the people of **Schedule Caste, Schedule Tribe and Other**

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Backward Caste also in order to have a fair representation of these sections. A category wise list of such contract workers to be submitted to the EIC for information and record.

7.39 COMPLIANCE OF GOVERNMENT OF INDIA DIRECTIVES :

i) Payment through Aadhar Payment Bridge and Employment of Aadhar Card Holder:

As per communication received from ministry of Petroleum and Natural gas vide letter dated 03.06.2013, Contractor are required to give preference to those employees who either have Aadhar Card or have applied for Aadhar Card or agrees to apply for Aadhar Card to establishment their genuineness and payment may be made to them through Net Banking/ Aadhar Payment Bridge to the extent possible.

ii) Labour Identification Number (i.e. LIN) Registration :

The Unified Shram Suvidha Portal, Deployed by Government of India facilitates reporting of Inspections & submission of Return and has also been envisaged as a single point of contract between employer, employee and enforcement agencies bringing in transparency in their day- to-day interaction. For integration of data among various enforcement Agencies, the contractor, as an injectable unit, is required to register and obtain labour Identification Number (i.e. LIN) from Shram Suvidha portal and submit the same in RSGL.

iii) Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY) :

Contractor shall, ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of RSGL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to RSGL in this respect and Contractor shall suitably consider the same in his bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

iv) Pradhan Mantri Rojgar Protsahan Yojna (PMRPY):

In order to support the Govt. of India's Initiative on Employment Generation, the contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. Compliance made under this scheme and any benefits drawn may be informed to RSGL so as to derive the legitimate Employer's PF Contribution and adjustment thereon.

7.40 Following documents shall be submitted by the Contractor/Firm/Agency to Engineer In- Charge at various stages during the currency of the contract (if required / applicable) :-

7.41 (A) IMMEDIATELY AFTER ISSUANCE/RECEIVING OF LETTER OF INTENT (LoI) :

- a) :** Copy of Provident Fund Registration Certificate issued by concerned RPFC.
- b) :** In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923

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- and copy of renewal of policy from time to time.
- c) : Copy of ESI Registration Certificate issued by concerned ESIC (wherever applicable).
 - d) : Application for issuance of **FORM – III** (Form of Certificate by Principal Employer) for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .
 - e) : Copy of **FORM – VI** (License) Labour License before commencement of work if 20 or more contract workers are engaged.
 - f) : Maintaining of Employee Register in **FORM – A** to the persons to be engaged in RSGL by the contractor.
 - g) : Copies of Service Certificate in **FORM – VIII** to the persons to be engaged in RSGL by the contractor.
 - h) : Copies of Employment Card in **FORM XII** issued by the contractor for the persons to be engaged in RSGL.
 - i) : Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
 - j) : Copies of **ESI Identity/Smart Card / E-Pehchan Card** of persons to be engaged in RSGL.
 - k) : Copy of FORM- 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
 - l) : Copies of Return in FORM- 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
 - m) : Copy of the Notice to be displayed under Rule 81(1) (i) by the Contractor at Work Place.
 - n) : Copies of **Nomination cum Declaration** prescribed under the payment of wages Act 1936, The Employees Provident Fund & Miscellaneous Provision Act 1952 and Schemes therein, The ESI Act 1948.
 - o) : Copy of **Labour Identification Number (i.e. LIN)** Registration done is Shram Suvidha Portal of Govt. of India.

7.42 (B) AT THE TIME OF SUBMISSION OF MONTHLY BILLS:

a)	:	Contractor has to submit the Monthly Attendance Report (through Access Control System) of the Contract Worker deployed by the contractor for rendering the service to RSGL.
b)		Copy of wage register duly certified by authorized representative of the contractor and RSGL certifying as “Verified the disbursement of Payment of Wages to the aforesaid Contract Workers on _____through e-payment mode based on the Bank Records/Statement submitted by Contractor”.
c)	:	If wages are paid through e-banking , copy of bank statement duly certified/stamped by designated bank and duly certified by the contractor or his authorized representative and RSGL-EIC .
d)	:	Copy of Electronic Challan’s cum Return (ECR) for the proof of Provident Fund contribution deposit along with details of employees, PF account No., contributions of employee and employer etc.
e)	:	Copy of ESI contribution challans along with proof of deposit with bank/remittance slip of previous month along with details of employees, account No. contribution etc. (wherever applicable).
f)	:	Copy of Workmen Compensation policy in lieu of Workmen’s Compensation Act,

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		1923 for all persons deployed where ESI Act is not applicable.
g)	:	List with sub codes / account Nos. of PF of all persons deployed along with details of subscription.
h)	:	Contractor has to submit the Monthly Bank statement showing transfer of Monthly Wages, PF and ESI to the contract worker deployed by the contractor for rendering the service to RSGL.
i)	:	Contractor has to issue the Monthly Wage Slip in the FORM - XIX to the workers/labours/employees deployed by the contractor for rendering the service to RSGL.
j)	:	Provisional Tax Deposition Challan , if recovered from the contract worker deployed by the contractor for rendering the service to RSGL.
k)	:	Dully filled in “ Proforma-PFD ”, as per Annexure-I
l)	:	RSGL shall maintain these records and verify the deposit of statutory contribution made by the contractors with EPFO/ESI authorities, where deemed necessary.
m)	:	Bill shall be evaluated based on the actual payment released/incurred under various heads of components as stated above. The Contractor will submit a Statement duly signed to the effect and the cost actually incurred as per timeline

7.43 (C) DOCUMENTS TO BE SUBMITTED ON ANNUAL BASIS :

- a) : The contractor has to carry out responsibilities as envisaged in section 36B of PF and Misc. provisions Act 1952 and submit copy of Annual Return in FORM 6A submitted to concerned Regional Provident Fund Commissioner.
- b) : Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in RSGL.
- c) : Half yearly returns submitted to concern Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.
- d) : Contractor is sole responsible to provide Annual EPF Statement to his contract labour/workers/employees and RSGL during the currency of the contract period.

7.44 D) REGISTERS ARE TO BE MAINTAINED & ISSUE THE CERTIFICATES ETC. BY THE CONTRACTOR/FIRMS :

- a) During the currency of the contract, the contractor has to maintain the following registers under Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936 and its amended Rules prescribed under “Ease of Compliance to Maintain Register under various Labour Laws Rules, 2017” like:-

1)	:	Employee Register in FORM – A
2)	:	Wage Register in FORM – B
3)	:	Register of Loan/Recovery in FORM – C
4)	:	Attendance Register in FROM – D
5)	:	Issuance of Employment Card in FORM – XII
6)	:	Issuance of Wage Slip in FORM XIX (19)
7)	:	Issuance of Service Certificate in FORM - VIII

b) Employee State Insurance Act, 1948 :

During the currency of the contract, the contractor has to maintain register e.g.:

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- 1) : Register of Employees in **FORM -6**
 - 2) : Accident Book in **FORM -11**
- c) Employees Provident Fund & Miscellaneous Provisions Act, 1952 :**
- 1) : Monthly return in **FORM-5** for employees qualifying for membership of the PF fund.
 - 2) : Contribution card in **FORM-4**
 - 3) : Return of contribution card sent to the Commissioner on expiry of the Financial Year in **FORM-6**
 - 4) : Consolidated annual contribution statement in **FORM-6**. Copy of same should also be given to the individual contract worker and EIC every year.
- d) The payment of Bonus Act, 1962:**
During the currency of the contract, the contractor has to maintain following registers :
- 1) : Register showing the details of the amount of bonus due to each of the employees, the deductions under Sections 17 and 18 and the amount actually disbursed, **in FORM-C**
 - 2) : The Contractor shall send a return in **FORM-D** to the Inspector so as to reach within 30 days after expiry of time limit specified in Section 19 for payment of Bonus.
- e) Factories Act, 1948/ Shop & Establishment Act:**
The contractor has to maintain the Leave with wages Register as per provision of Factories Act, 1948/ shop & Establishment Act of respective State.

7.45 ADDITIONAL ONLINE RETURNS:

The contractor has to maintain the return submitted online on Shram Suvidha Portal of Government of India and submit a copy of the same to RSGL, if demanded.

7.46 AT THE TIME OF CLOSURE OF CONTRACT:

- a) The contractor has to obtain No Objection certificate (NOC) from HR Department and submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying RSGL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond (copy enclosed at Annexure – II)
- b) Copies of Service Certificate in FORM - VIII issued to the Contract workers
- c) Copy of the Wage Register in FORM - B for the last month.
- d) Copy of Employment Card in FORM - XII issued to the Contract workers.
- e) Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers.
- f) Details as required for issuance of FORM - VII (Notice of Completion of Work)

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- g) NOC from all contract workers deployed / engaged for this jobs/works/etc. .
- h) The contract will submit "Reconciliation Statement" along with the bill in which break up of each head/component of payment to be reflected i.e total payment received, wages disbursed, PF deposited, ESI deposited. Service charges, GST details etc.

Before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in RSGL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect RSGL shall take appropriate action against the Contractor.

PAYMENT PROCEDURE: The contractor shall submit monthly bill along with the work details completed by them on prescribed form in duplicate to the Executive-in-Charge (EIC) after distribution of wages to the deployed manpower. The bidder should give the details of his bank account in the prescribed E-banking format to facilitate payment through e- banking in case of award of work on him. As per provisions contained in statutory Labour /Industrial Laws, copy of wage sheet, wage slip, PF and ESIC latest challans should be enclosed with the monthly bills. The contractor will be paid within 15 days from the date of submission of bill to EIC subject to the provision of adjustment of dues and statutory deductions as applicable

8.0 **TAXES & DUTIES:**

Contractor shall pay all the taxes / corporate tax i.e. income tax, sales tax and /or any other taxes Contractor shall pay all the taxes, corporate tax i.e. Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. In case GST is applicable for the Tendered Work, Contractor shall claim the GST indicating rate of abatement/deduction allowed as per "GST Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. In case of statutory variation in GST during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

9. **VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION)**

- 9.1 Acceptance of a vehicle(s) in the service of the Company will be subject to the inspection of the vehicle(s) documents and the documents of the driver, by an authorized officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in-Charge. The

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the company and its decision shall be final and binding.

Any certificate obtained or produced by Contractor stating the condition of the vehicle offered/placed at the service of the company by any officer of Contract or State Government Authority such as M.V.I etc. as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10. REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLE

- 10.1 During the currency of Contract, the company may increase/decrease the number of vehicle depending upon the requirement and the same shall be obligatory and binding on the Contractor. The Company shall have right to take on hire vehicle(s) in phase manner also, depending on the requirement. In case of decrease in number of vehicle, a notice of 7 [seven] days shall be given for de-hiring. In case of increase of number of vehicle, the Contractor has to supply the vehicle(s) within a period specified in Clause 3, above.

11.0 LOG BOOK MAINTENANCE:

- 11.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis. **Providing of printed and binded Log Books during the currency of contract is the sole responsibility of the Contractor.**
- 11.2 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of the vehicle. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.
- 11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor.
- 11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

12. ACCIDENTS/DAMAGES/CLAIMS LIABILITIES

- 12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the company shall be completely free from any liability of any nature connected with the accident/damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) for any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the company or its employees as a result of any accident or any other reasons involving the failure of the vehicle(s) /driver, Contractor shall reimburse on demand and without any demur the compensations/damages if any sustained by the Company on this account.
- 12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company.

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Contractor shall also be responsible for any claim/compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his /their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.

- 12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.
- 12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicle/property under any circumstances while the vehicle(s) is on duty of the Company.
- 12.5 It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer-in-Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the company's operations, provide substitute vehicle and submit a detailed report the Engineer-in-Charge or his authorized representative within 24 hrs. for the record of the Company.
- 12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the contract. Arrangement of the alternative/substitute is the responsibility of the contractor.

13. INSURANCE

- 13.1 Hired vehicle(s) should be fully/comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.
- 13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company will rest upon the contractor.
- 13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicle deployed with the Company on the date of placement of vehicle. Contractor shall be responsible for renewal of such insurance covers in time.
- 13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and cleaner, if so deployed with the vehicle.

14. RATE

- 14.1 The Company shall pay for the services of the vehicle at the rates mentioned in Schedule of Rates enclosed.
- 14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like, salary, bonus, overtime, uniform as per labour regulations i.e. whatsoever required for the specific performance of this contract including GST. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services including permits, repair and maintenance including provision of reserve taxi etc. providing that maintenance of reserve

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

taxi should not be allowed beyond reasonable time i.e. maximum 7 days unless otherwise approved by EIC & subject to applicable deductions under Clause no. 21 if not approved by EIC.

15. ESCALATION/DE-ESCALATION:

- 15.1 Rates quoted are firm and will remain unchanged during currency of the contract. However, the Company will consider an increase/decrease in the kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per, the following formula:

$$\frac{R \times I}{N}$$

N

Whereas

R = Total K.M. run during the month

I = Increase/decrease price of fuel/per ltr.

N = Mileage of the vehicle (approx.)

Note : The mileage figure of vehicle(s) to be firmed up / consider based on the Certificate of vehicle manufacturer , the model of vehicle, area of operation and local conditions etc.

The Escalation as worked out above will be applicable only in increase in price of diesel is beyond + (plus) or - (minus) 3% from the prevailing rate on the date of tender opening.

- 15.2 The above formula shall also be used for reduction in rate per km., in case the fuel price reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.
- 15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicle during the period of agreement entered on the basis of this calculation.
- 15.4 Contractor shall submit the actual bills in original issued by diesel/petrol/CNG out lets and shall claim the escalation/de-escalation along with his regular bills.
- 15.5 The diesel/petrol/CNG rates prevailing at place of deployment as detailed in Scope of Work will be taken as the basis for calculating escalation.

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

16. BILLING AND PAYMENT

- 16.1 The Company shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on driver's viz. salary as per labour regulations (including bonus, overtime etc.), uniform, taxes, permits, repairs and maintenance of vehicle, including the provisioning break down/maintenance/reserve vehicle etc. whatsoever required for the specific performance of this contract.
- 16.2 Contractor shall submit bills duly certified by designated officers of RSGL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the use. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills within 07 days of the following month, duly filled in the respect to the Engineer-in-Charge or his authorized persons. The Bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F&A.
- 16.3 Contractor is required to submit e-banking account number with HDFC Bank / ICICI Bank / SBI Bank within 7 days from date of award of work order. All payments will be made through e-banking only.
- 16.4 No claims whatsoever will be considered for increasing the charges during the period of agreement/extended period on basis of this tender.
- 16.5 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.
- 16.6 No interest shall be payable on withheld amounts.
- 16.7 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 16.8 GST if applicable should be inclusive in quoted rate & Break up of GST to be indicated in

SOR. PAYING AUTHORITY :

17. SECURITY DEPOSIT/BANK GUARANTEE

- 17.1 The Contractor shall furnish a total security deposit of 10% of annualized contract value. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favor of RAJASTHAN STATE GAS LIMITED OR Bank Guarantee in the prescribed Performa within 15 days from the date of LOI.
- 17.2 The Security Deposit/Bank Guarantee shall liable to be forfeited/invoked in case of termination of the contract by the Company.
- 17.3 The Company reserves the right to recover from the Security Deposit/Bank Guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.
- 17.4 Contractor shall be liable to pay further balance of recovery/claim if any, which could not be recovered from the payments to the contractor and/or from the Security Deposit/Bank Guarantee.

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

- 17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or Performance guarantee furnished by the Contractor.
- 17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for three [3] months beyond the original contract and extended period as well. In the absence of such validity, payments of all due to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.
- 17.7 The Security Deposit/Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.
- 17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit is liable to be forfeited and Bank Guarantee is to be invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

18. TERMINATION

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases :

1. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.
2. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.
3. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.
4. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interest of the Company and for any other good or sufficient reasons.
5. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.
6. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor thirty [30] days written notice the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of twenty four [24] months unless extended.

19. FORCE MAJEURE

- 19.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within four [4] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

20. PRICE REDUCTION SCHEDULE (PRS)

- 20.1 In the event of failure or delay of the Contractor in placing the required hired vehicle at the disposal of the Company or vehicle is not acceptable condition for any reason whatsoever, the Company shall have the option to exercise any of the following rights:
- (i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to Contractor or from his “Security Deposit”, etc. Cost and expenses under this clause, however, shall not be limited to the outstanding amount or “Security Deposit”, etc. due to Contractor and Contractor will be liable to refund the entire cost to RSGL.
 - (ii) The company shall have the right to recover from Contractor “@1.5 times of pro rata rate per day” on monthly hire-charges of a particular vehicle. However, the Company reserves the right to terminate the Contract, in case vehicle(s) hired, remain absent from duty’ continuously for five [05] days’ or ‘ten [10] cumulative days’ in a period of one [1] year’ except for the permissible monthly one day off for maintenance.”
- 20.2 Further, for any other violation of the provision of Contract, the Company reserves the right to impose penalty “@Rs.500.00 per such incident” per vehicle.
- 20.3 While submitting the Offer, Bidder must note the ‘Recovery(s) in the event of failure(s) by Contractor’, as detailed in clause 21 below.
- 20.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicle have to be used for the Company.

21. RECOVERY(S) IN THE EVENT OF FAILURE(S) / NON-COMPLIANCE / VIOLATION OF ANY CONTRACT PROVISIONS/TERMS & CONDITIONS/SCC ETC. ETC. BY THE CONTRACTOR(S)

Sl. No.	CLAUSE NO.(Of SCC)	Particulars	Penalty
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at Clause – 3.3	Rs.1000.00 per day/per vehicle
2	5.4,5.5,5.12, 5.13	Non Fulfillment of conditions specified	Rs.1000.00 per day/per vehicle
3	5.6	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case of Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination	Rs.1000.00 per day/per vehicle
4	5.8	In case cotton seat-covers are not clean/available and/or upholstery of vehicle is not washed/dry cleaned/changed at least ‘once in a month’	Rs.200.00 per incident/per day/per vehicle
5	5.9	In case of air conditioned vehicle, if the AC is not working	Rs.500.00 per day per vehicle

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

6	5.8	For each occasion of non-wearing of uniform, including shoes by the drivers	Rs.200.00 per incident/per day/per vehicle
7	5.19	Non-deployment of similar/matching type of vehicle when the deployed vehicle is taken away for routine-servicing/maintenance	Rs.1000.00 per day/per vehicle
8		For violation/non-compliance of any provision of any of Contract Terms & Conditions/SCC etc. etc.	Rs.500.00 per incident/per vehicle/per days

SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)

Annexure-I

Sub: PARTICULARS OF CONTRIBUTION FOR THE MONTH OF __, 20__

- (1) Name of the Firm/Agency/Contractor_____Nature of Contract:
Job/Service contract, AMC, O&M, Petty contract, Security, Seasonal
- (2) Postal address of the Contractor : _____
- (3) Phone No. of the Contractor : _____
- (4) Fax No. of the Contractor : _____
- (5) Address of PF office from where EPF Code No. has been allotted:

- (6) EPF Code No. allotted by PF office : _____
- (7) Address of ESIC office from where ESI Code No. has been allotted:
(8) _____
- (9) ESI Code No. allotted by ESIC office : _____
- (10) Period of Contract: From_____to _____
(a) Extension Period of Contract, if any From_____to _____
(b) Place where contract workmen are working
- (11) Labour License No._____dtd. _____
- (12) Validity period of Labour License From_____to _____
- (13) Details of Deposition of contribution towards EPF
(a) EPF Challan No._____Amount_____Date_____
- (14) Details of Deposition of contribution towards ESI
(a) ESI Challan No._____Amount_____Date_____
- (15) Detail of Contract labour engaged by the contractor:

Category	No. of Workers	Prevailing Minimum Wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

- (16) Whether any arrangement / agreement has been entered with any contract worker for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979:_____(Yes / No)
If yes, No. of such Inter-state Migrant Workers:_____

SIGNATURE OF CONTRACTOR/AUTHORIZED
REPRESENTATIVE

Place :

Dated :

DRAFT

Annexure-II

INDEMNITY BOND

[To be furnished in Rs.100 Non Judicial Stamp
Paper]

The Present INDEMNITY CUM UNDERTAKING BOND IS executed on this the _____ day of _____ by S/o _____ R/o _____ in the capacity as _____ of M/S _____ (hereinafter referred to as Obligor which expression shall mean and include its successors and legal representatives) in favour of RSGL(India) Limited having its office at _____ (hereinafter referred to as Obligee which expression shall mean and include all its successors and legal representatives).

Where As The Obligor is dealing with supply of vehicle to various clients at various locations.

And the Obligee has awarded a Contract to _____ for deployment of Vehicle at tis various sites / locations vide LOA/WO No. _____ dated _____.

Where As per provisions of Clause No.5.19 of Special Conditions of Contract being part of the above mentioned LoA/PO .

Obligor hereby convey its unconditional consent to deploy requisite number of vehicle on behalf of M/s _____ in line with LoA/WO No. _____ dated _____ at various sites / locations of the Obligee.

Where As Obligor further undertakes that it will not raise any claim of whatsoever nature against Obligee pursuant to the deployment of vehicle as mentioned above.

Where As The Obligor hereby assures to hold Obligee harmless and undertake to indemnify the Obligee from and against all losses, costs, penalties in any form, or damages which obligee may sustain or incur or which may be claimed by any authority any time in future pursuant to the deployment of the vehicle on behalf of _____ in line with LOA/WO No. _____ dated _____ at various sites / locations of the Obligee. This

Indemnity cum Undertaking is executed with free consent and shall be binding upon obligor.

Yours Faithfully

(Signature of
Obligor) With Stamp

Endorsement by Organization whom WO/LOA is issued by Obligee.

SECTION-V: SCOPE OF WORK

SCOPE OF WORK

- (i) Vehicle(s) to be provided with factory fitted devices such as AC and all other major components.
- (ii) Vehicle (s), for regular and continuous use, for a period of two years or more must be Ex-showroom.
- (iii) Total run of a vehicle during the contract period or its extended period is not to exceed **1.62 lakh kms**. In case a vehicle (s) has run **1.62 lakh km**, such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or extended period.

1. Deployment of Vehicle and area of operation:

Sl. No.	Area of Operation	Place of Deployment
1	Jaipur, Rajasthan	RSGL

The vehicle deployed must have necessary taxi permit for movement in States/ area of operation as specified above. In case, duties may require movement of vehicle(s) outside from specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which RSGL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.

The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicle. RSGL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per RSGL's decision which cannot be challenged by the Bidder(s).

2. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicle. Vehicle should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.

3. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Engineer-in-Charge.

4. The Contractor shall ensure that the drivers of the vehicle are given "one [01] day's off in a week" and provide alternative driver for that day.

5. Vehicle deployed for "24 hours duty".

SECTION-V: SCOPE OF WORK

6. SPECIFICATION OF VEHICLE :

Type of vehicle(s)	-	Toyota Innova (AC).
Fuel	-	Diesel
Drive	-	2 Wheel Drive
Seating Capacity	-	7 Seating Capacity only
Minimum run per month	-	4000 kms .
Duty hours per day	-	24 hours
Year of manufacture of required vehicle	-	2019/July onwards Ex-showroom Vehicle

Schedule of Rates (SOR)

**Tender No.: RSGL/JPR/C&P/VEHCILE/2019-20/NIT-01 DATED:
18.07.2019**

Subject: Hiring of 01 No. Vehicle for RSGL Jaipur for three (03) Years

**01 no. Toyota Innova (AC), Model – July 2019 and above, for 24 hours duty on
monthly basis:**

Work Description	UOM	QTY	Unit Rate	Amount
For Fixed KM/Month	KM/Month	4000		
Considering extra KM/Month	KM/Month	500		
Night Halt	Nos./Month	10		
Total (for 01 month)				
GST @5%				
Total Amount (For 01 month)				
Total Amount Including GST (For 36 months)				

NOTE:

1) Parking charges shall be as per actual & Fuel Escalation charges will be calculated as per clause 15.0 of SCC of tender document.