



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

FOR

**HIRING OF CONSULTANT FOR DETAILED MARKET SURVEY AND PREPARATION OF DFR,
FOR DEVELOPMENT OF CGD NETWORK IN GWALIOR (EXCEPT ALREADY AUTHORIZED) &
SHEOPUR GA**

DUE DATE & TIME FOR BID SUBMISSION : 05.09.2019, at 1400 HRS (IST)

DUE DATE & TIME FOR UN-PRICED BID OPENING: 05.09.2019 at 1500 HRS (IST)

SECTION-I

INVITATION FOR BID (IFB)

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"INVITATION FOR BID (IFB)"

Ref No: Tender No. RSGL/JAIPUR/C&P/19-20/DFR/NIT-02

Dated:16.08.2019

To,

Prospective Bidders

Sub: Hiring of Consultant for Detailed Market Survey and Preparation of DFR, for Development of CGD network in Gwalior (Except already authorized) & Sheopur GA.

Dear Sir/Madam,

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

(A)	NAME OF WORK / BRIEF SCOPE OF WORK	Hiring of Consultant for Detailed Market Survey and Preparation of DFR, for Development of CGD network in Gwalior (Except already authorized) & Sheopur GA.
(B)	TENDER NO. & DATE	RSGL/JAIPUR/C&P/19-20/DFR/NIT-02 Date: 16.08.2019
(C)	BID DUE DATE	05.09.2019 at 14:00 hrs.
(D)	RECEIPT OF OFFERS	Offers Receiving Authority: Dy. General Manager (C&P), Rajasthan State Gas Limited, Jaipur. Offers should reach to our office by 05.09.2019 till 1400 hrs.
(E)	BIDS FROM CONSORTIUM/ JOINT VENTURE	NOT APPLICABLE
(F)	CONTRACT PERIOD	The contract shall be valid for 11 weeks from the date of issuance of FOA/Notification for Award/LOA
(G)	TENDER FEE	Not Applicable
(H)	CONTACT DETAILS	Vivek Shrivastava DGM(C&P) 2nd Floor Khaniz Bhawan Tilak Marg C – Scheme Jaipur, Rajasthan 302005 Tel.: 9650055638 Email: vivek.rsgl@rajasthan.gov.in

1.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

2.0 Bidders is requested to submit bid through hard copy to the undersigned at the address given above.

This is not an Order.

For & on behalf of
Rajasthan State Gas Limited

A handwritten signature in black ink, appearing to read 'Vivek Shrivastava', written over a horizontal line.

Vivek Shrivastava
DGM(C&P)
Rajasthan State Gas Limited

SECTION-II

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

A. TECHNICAL BID EVALUATION CRITERIA :

(i) The Bidder shall have experience of having executed at least a single order/ contract of providing Consultant for Detailed Market Survey And Preparation of DFR of minimum Rs. 7.5 Lakh in any of the previous seven (07) years prior to due date of bid submission.

Documents to be submitted in support of meeting Technical Criteria:

- The Consultant should furnish copy of Work Order and respective completion certificate indicating executed value, date of completion of the assignment. (or satisfactory performance certificate with value executed, for the work order which is in progress) issued by Client, duly certified/attested by Chartered Engineer & Notary Public with legible stamp.
- In case the Consultant is executing a contract of above nature which is still running and the contract value executed till one day prior to the due date of submission is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the consultant has submitted satisfactory work execution certificate to this effect issued by the end user / owner.

Authentication of documents pertaining to the Technical criteria:

- Consultant shall furnish copies of all necessary documents like work order, completion certificate etc. duly certified /arrested by Notary public with legible stamp in respect of their meeting the above technical criteria.

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.

Sr. No.	Item	Location	Minimum Turnover (INR)
1	Providing Consultant for Detailed Market Survey And Preparation of DFR	Gwalior (Ex) & Sheopur District	7,50,000/-

1.2 WORKING CAPITAL

Bidder should have minimum working capital of as mentioned below as per the last audited financial

year i.e. FY 2018-19. 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. 1,50,000/-, letter confirming the availability of line of credit for as mentioned above.

Sr. No.	Item	Location	Minimum working capital (INR)
1	Providing Consultant for Detailed Market Survey And Preparation of DFR	Gwalior (Ex) & Sheopur District	1,50,000/-

1.3 NET WORTH

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

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

S.N.	Criteria	Required Documents
1	Technical	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and notary public with legible stamp.
2	Commercial	Bidder shall submit "Details of financial capability" in Form F-16, given in tender document, duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements like audited balance sheet, profit & loss account etc. submitted in bid shall be duly certified/ attested by notary public with legible stamp in respect of their meeting the financial criteria of BEC.

C. EVALUATION METHODOLOGY:

- 1) Methodology for Evaluation and Award shall also include price evaluation based on / overall lowest evaluated price (L-1) basis.
- 2) 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:
- 3) The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- 4) 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:
- 5) The bids will be evaluated based on total price including applicable GST (CGST & SGST/ UTGST or IGST).
- 6) 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.
- 7) In case any cess on GST is applicable same shall also be considered in evaluation.

D. EARNEST MONEY DEPOSIT

1.0 Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) of Rs. 30,000/- (Indian Rupees Thirty Thousands Only) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of Rajasthan State Gas Limited payable at.

2.0 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.

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INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS [ITB]

[A]

– GENERAL-

1.0 SCOPE OF BID

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

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.

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

1.4 Throughout the Bidding Documents, the terms 'Bid' and 'Tender' and their derivatives [Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.] are synonymous and 'Day' means 'Calendar Day'. 'Singular' also means 'Plural'.

2.0 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case of Corrupt and Fraudulent practices)

2.2 The Bidder is not put on 'Holiday' or 'Blacklisted' or 'banned' or 'negative list' etc. by any Government Department / Public Sector Enterprise as on the due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by bidders put on 'Holiday' or 'Blacklisted' or 'banned' or 'negative list' etc. by any Government Department

/ Public Sector Enterprise shall not be considered for opening/ evaluation/Award. It shall be the sole responsibility of the bidder to inform RSGL in case the bidder is put on 'Holiday' or 'Blacklisted' or 'banned' or 'negative listed' etc. by any Government Department/ Public Sector Undertaking during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and action as per clause 39 of ITB may be initiated by RSGL.

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

(i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works forms a part of or

(ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

3.0 ONE BID PER BIDDER

3.1 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.

3.2 Alternative Bids shall not be considered.

4.0 COST OF BIDDING – Shall be borne by vendor

5.0 SITE VISIT

5.1 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.

5.2 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.

5.3 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–

6.0 CONTENTS OF BIDDING DOCUMENTS

6.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC]
- Section-III :Instructions to Bidders [ITB]
- Section-IV :General Conditions of Contract [GCC]
- Section-V :Special Conditions of Contract [SCC]&Scope of Work[SOW] & Technical Specification
- Section-VI :Schedule of Rates (Attached)
- Section-VII :Forms and Formats

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

7.0 CLARIFICATION OF BIDDING DOCUMENTS

7.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify RSGL in writing or by fax or email at RSGL mailing address indicated in the tender documents no later than 02 (two) days prior to the bid closing date. RSGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. If deemed appropriate, RSGL shall respond in writing to the request for clarification.

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

8.0 AMENDMENT OF BIDDING DOCUMENTS

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

8.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

8.3 The Employer, at its discretion may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

9.0 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and RSGL shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

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

10.0 DOCUMENTS COMPRISING THE BID

10.1 The Bid prepared by the Bidder shall comprise the following components:

10.1.1 **"TECHNO-COMMERCIAL/UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (f) 'No Deviation Confirmation', as per 'Form F-6'
- (g) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (h) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (i) 'Agreed Terms and Conditions', as per 'Form F-10'
- (j) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (l) Undertaking on the Letter head, as per the Form F-12.
- (m) Integrity Pact as per Form-F-13
- (n) Indemnity Bond form F-20
- (o) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (p) Any other information/details required as per Bidding Document
- (q) EMD/Bid Security in original as per Clause 16 of ITB
- (r) All forms and Formats including Annexure.
- (s) Original Tender Fee - **VOID**
- (t) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format appearing in Section VIII) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/BEC
- (u) Tender Document duly signed by the Authorized Signatory.

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

10.1.2 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 the net tender amount no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo- moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded by the price impact calculated on the basis of highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.0 SCHEDULE OF RATES / BID PRICES

11.1 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).

11.2 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.

11.3 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 be deemed to be inclusive of cost incurred for such activity.

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

11.5 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 its applicability with respect to the contract.

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

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

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

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

12.0 TAXES AND DUTIES

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

12.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing

taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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

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

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

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

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

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

IGST) is applicable will be modified on pro-rata basis.

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

12.6 RSGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

12.7 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 Contractor / Supplier.

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

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

12.10 Anti-profiteering clause

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

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

13.0 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

14.0 **BID VALIDITY**

14.1 Bids shall be kept valid for 'three [03] months' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by RSGL as 'non-responsive'.

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

15.0 **FORMAT AND SIGNING OF BID**

15.1 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.

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

16.0

ZERO DEVIATION AND REJECTION CRITERIA

16.1 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 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.

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Special Conditions of Contract [SCC]
- (e) General Conditions of Contract [GCC]
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Security / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Jurisdiction of Court
- (m) Force Majeure
- (n) Integrity Pact
- (o) Submission of prices in unpriced /technical bid
- (p) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note:

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

[D]

– SUBMISSION OF BIDS

18.0 SUBMISSION, SEALING AND MARKING OF BIDS

18.1 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)

18.2 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.

18.3 All the bids shall be addressed to the owner at DGM (C&P), RSGL Tilak Marg C Scheme Jaipur (Raj), Pin Code-302005 India

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

19.0 DEADLINE FOR SUBMISSION OF BIDS

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

19.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.

19.3 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 bid submission date will be uploaded on RSGL website/ communicate to the bidders.

20.0 LATE BIDS

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

20.2 In case of e-tendering, e-tendering system of RSGL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by RSGL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The bid bond of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the

bid bond has been received but the bid is not submitted by the bidder, such bid bond shall be returned immediately.

20.3 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.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

21.1.1 IN CASE OF MANUAL BIDDING

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

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

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

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

24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, 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).

25 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 action. However, Bidder if so desired may seek the reason (in writing) for rejection of their Bid to which RSGL

shall respond quickly.

[E]

– BID OPENING AND EVALUATION

26 BID OPENING

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the

foregoing terms below:-

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

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

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

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

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

30 CORRECTION OF ERRORS

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

33 COMPENSATION FOR EXTENDED STAY (NOT APPLICABLE):-

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

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

34 PURCHASE PREFERENCE

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

[F] AWARD OF CONTRACT

35 AWARD

35.1 The employer will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

35.2 *IN CASE AFTER PRICE BID OPENING THE LOWEST EVALUATED BIDDER (L1) IS NOT VARYING ANY TERM IN REGARD THEREOF LEADING TO RE-TENDERING BIDDER WILL BE PUT ON HOLIDAY FOR A PERIOD OF SIX MONTHS AFTER FOLLOWING THE DUE PROCEDURE IN LINE WITH CLAUSE GIVEN IN PERFORMANCE EVALUATION.*

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of 'Period of Bid Validity', RSGI will notify the

successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", RSGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

37.1 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.

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award from RSGL, the successful bidder shall furnish the contract performance security/Guarantee in accordance with General Conditions of the Contract. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 Pursuant to Clause No. 24 of GCC, bidder will provide Performance Guarantee @The contract performance security shall be of an amount equal to 5% of total contract value. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks

other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in GCC.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

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

Definitions:

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

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

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

by virtue of this it has a controlling voice.

A.7 "Investigating Agency" shall mean any department or unit of RAJASTHAN STATE GAS LIMITED investigating into the conduct of Agency/ party and shall include the Vigilance Department of the RAJASTHAN STATE GAS LIMITED, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

Further, such agency shall be banned for future business with RAJASTHAN STATE GAS LIMITED for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period,

the agency shall be banned for future business with RAJASTHAN STATE GAS LIMITED for a period specified in para B 2.2 below from the date of issue of banning order.

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

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

D.2 Suspension Procedure:

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

then such tender shall also be cancelled and re-invited.

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

40 Public Procurement policy for Micro and Small Enterprises

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
- v) In case tendered item is non-split able or non- dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

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

vii) The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs and hence shall not be applicable for works contracts.

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

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

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

40.2 If against an order placed by 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.

40.3 The Public Procurement Policy is meant for procurement of only Goods Produced and Services rendered by MSEs.

41 INTEGRITY PACT

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

rejection.

42 AHR ITEMS

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

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

43 VENDOR PERFORMANCE EVALUATION

43.1 Shall be as stipulated Annexure II to ITB herewith.

44 INCOME TAX & CORPORATE TAX

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

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

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

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

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

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

Further, RSGL' PAN No. is AADCG1763C.

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

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

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

46. OPPORTUNITY OF EMPLOYMENT TO THE PEOPLE, BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

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

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

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

===== X =====

SECTION-IV
GENERAL CONDITIONS OF CONTRACT [GCC]

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

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

RSGL/OWNER shall mean Rajasthan State Gas Limited

RSGL'S REPRESENTATIVE means the person appointed or authorized from time to time by RSGL for execution of the contract.

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

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

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by RSGL.

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

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

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

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

ARTICLE 1.2: PERFORMANCE OF DUTIES AND SERVICES
BY CONSULTANT

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

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

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

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

ARTICLE 1.3: RSGL'S REPRESENTATIVE

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

ARTICLE 1.4: CONSULTANT'S REPRESENTATIVE

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

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

1.4.3 Consultant's Representative shall be entitled to act on behalf of

Consultant with respect to any decisions to be made under the Contract.

ARTICLE 1.5: PAYMENT TERMS

The terms of payment, as envisaged by the consultants are as below:

- a) 60 % on submission & acceptance of Draft report.
- b) 40% on submission & acceptance of final report.

Note:

➤ Final reports for Market & Demand Assessment shall be submitted within a week period from comments received from client on draft reports.

ARTICLE 1.6: PERFORMANCE GUARANTEE

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

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (Annexure-C). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

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

ARTICLE 1.7: CONFIDENTIALITY

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

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

ARTICLE 1.8: TAXES AND DUTIES

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

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

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

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

ARTICLE 1.9: RESOLUTION OF DISPUTES / ARBITRATION

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

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

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

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

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

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this

contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

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

ARTICLE 1.10: LEGAL CONSTRUCTION

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

ARTICLE 1.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

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

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

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

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

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

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

ARTICLE 1.12: PRICE REDUCTION SCHEDULE (PRS)

1.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19

hereinafter or due to RSGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

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

ARTICLE 1.13: ASSIGNMENT

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

ARTICLE 1.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 1.15: LIABILITIES

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

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

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

ARTICLE 1.16:TERMINATION OF CONTRACT

1.16.1 Termination for Default

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

1.16.2 Termination for Insolvency

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

1.16.3 Termination for convenience

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

ARTICLE 1.17: MODIFICATION

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

ARTICLE 1.18: CONTRACT/AGREEMENT

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

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

ARTICLE 1.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

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

ARTICLE – 1.20: Rectification Period

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

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

reviewed or approved by RSGL) are guaranteed to be of the best quality of their respective kinds.

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

ARTICLE – 1.21: Sub Contract

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

ARTICLE – 1.22: Notices

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

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

ARTICLE – 1.23: Acquisition of Data

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. RSGL/

dated -----

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

WHEREAS

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

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

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

AND WHEREAS

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

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

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

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

A N D

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

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

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

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

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

Signed and Delivered for and on
On behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

RAJASTHAN STATE GAS LIMITED

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

SECTION-V
SPECIAL CONDITIONS OF CONTRACT
SCOPE OF WORK [SCC& SOW]

RAJASTHAN STATE GAS
LIMITED

1. TIME SCHEDULE

Completion Schedule for each CGD Project shall be as mentioned below:

a.	Market Survey and Demand Assessment of PNG,CNG, Industrial and commercial consumers	04 Weeks from the date of FOA/LOA
b.	Preparation of DFR	<ul style="list-style-type: none">• Draft DFR within 02 weeks from the date of acceptance of Demand Assessment Report• Final DFR within 02 Weeks of receipt of comments from client

2. FEES

1.1 To be quoted by the bidder.

- Bidder is required to quote for **CGD PROJECT:** Sheopur GA & Gwalior GA (except already allotted area.)

GST shall be additionally paid to bidder as per prevailing rate (Currently levied @ 18%) and all other taxes, levies, duties of state/central. Income Tax payable will be borne by bidder.

1.2 The fees, reimbursement of expenses, other charges, etc., if any are exclusive of GST (Presently levied @18.00%) and which shall be payable extra.

1.3 Any statutory variation in GST and /or fresh imposition of new taxes levies of state and or central will be paid additionally. Payment will be made online or through RTGS.

3. PAYMENT TERMS

The terms of payment, as envisaged by the consultants are as below:

- c) 60 % on submission & acceptance of Draft report.
- d) 40% on submission & acceptance of final report.

4. OTHER TERMS AND CONDITIONS

CGD Project	Bid Out Numbers for 8 th Year		
	CNG Stations	DPNG Connections	Steel Inch-Km
Gwalior (except already authorized) and Sheopur district in the state of Madhya Pradesh	26	167756	2278

- a) Bidder is to attend meetings at RSGL for finalizing the DFR as and when required without any additional cost.
- b) In case the scope is reduced unilaterally after placement of order, on reduction in fees will be considered.
- c) Any dispute or difference arising out of this work including those considered as such by either Party (i.e. bidder / RSGL) shall be finally settled under the provisions of The Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended from time to time or its re-enactment. The place of Arbitration shall be Delhi and language shall be in English.
- d) Pre-feasibility Reports (PFRs) have been prepared by third party . Hence, preparation of DFR for the identified CGD projects will include Re-validation of PFR.

5. CONTRACT PERIOD:

The contract shall be valid for one year from the date of issuance of FOA/Notification for Award/LOA.

SCOPE OF WORK

A. SCOPE OF SERVICES/WORKS :

The scope of work shall comprise of but not limited to the following:

Scope of Services for Market Survey and Preparation of Detailed Feasibility Report for development of City Gas Distribution Projects as mentioned in the SCC, shall include the following:

1. Market Survey:-

- Market Demand assessment through a mix of primary survey and secondary surveys Demand estimation will be carried out separately for the following categories:

i) **Industrial:** Through a mix of primary survey and secondary assessment. Primary survey on the basis of sample survey including specific industries. Major industries need to be covered along with details and contact numbers of persons contacted.

ii) **Commercial:** Through a mix of primary survey and secondary assessment. Primary survey on the basis of sample survey. Major Commercial establishments need to be covered along with details and contact numbers of persons contacted.

iii) **Transport:** On the basis of secondary data. Major enabling or disruptive factors w.r.t. demand estimation for CNG usage in the GA to be identified and listed out.

iv) **Residential:** On the basis of secondary data. List of major builders and location to be identified.

- Demand forecast for 25 years – prepare a demand forecast by customer category – based on the growth forecast expected for consuming industries in the GA, anticipated penetration rates etc.

1. Feeder Pipeline/Gas Source:-

- Carry out Reconnaissance survey for the feeder-line from tap-off point on Main Trunk line to City Gate Station.
- Minimum two routes shall be surveyed and final route shall be selected with

the approval of Contract EIC.

- Possibility of initial supply of gas (till the pipeline reaches to GA) through LNG/LCNG station to be also worked out along with detailed techno-commercial reasoning.

2. Preparation of Detailed Feasibility Report:-

- Preparation of Detailed Feasibility Report (DFR) and costing estimates for the GA. The report will include broadly the following:
 - a) Distribution Planning of Gas Demand
 - b) Routing of the CGD network
 - c) Network conceptualization
 - d) Facilities Planning and Bill of Materials
 - e) Implementation Schedule and Manpower Planning
 - f) Capital Cost Estimate
 - g) Operating Cost estimate
 - h) Financial Appraisal
 - i) Sensitivity analysis
 - j) Identification of potential ways of generating additional revenue including marketing margins.
 - k) Financial modelling, sensitivity analyses, selection of appropriate financial structures and calculation of key metrics such as Cash flow/ profit & Loss / Balance Sheet / Payback period / Rate of Interest / NPV and Pre Tax / Post Tax IRR.

DFR will also include the following:

- Year-wise “Km” and “inch-km” of steel pipeline to be laid in line with PNGRB requirement or better than PNGRB requirement
- Year-wise “Km” and “inch-km” of MDPE pipeline to be laid in line with PNGRB requirement or better than PNGRB requirement.
- Year-wise Domestic PNG Connections to be done in line with PNGRB requirement or better than PNGRB requirement
- Year-wise Industrial & Commercial PNG Connections to be done in line with PNGRB requirement or better than PNGRB requirement
- Year-wise CNG Stations to be set up based upon the number of vehicles to be targeted for conversion in line with PNGRB requirement or better than PNGRB requirement
- Year-wise other associated CGD infrastructure required to be created in line with PNGRB requirement or better than PNGRB requirement
- Suitable Organizational structure for project implementation and O&M.

- Detailed **Emergency Response Manual** and **Disaster Management Plan** to take care of emergencies.
- Chapter on Risk Mitigation.

Note: Work Program targets to be completed by RSGL are required to be considered while preparing DFR.

Scope also includes:

- Includes travel, boarding, lodging, taxi etc and all sundry expenses whatsoever
- **Design of Distribution System**
 - System Design, Optimization and setting up of the complete CNG and City Gas Distribution system with operating parameters for the GA in consultation with Engineer-in-Charge, based on the design philosophy of City Gas Distribution projects.
 - Design of steel pipelines (basic grid) with identification of nodes/District Regulating Station. Design of PE network to be carried out in separate sheet. Sizing of main feeder pipeline, City Gate Station and tap-off point with all safety provisions including PSVs, SVs Cathodic Protection and SCADA facility, CNG station facility, operation and maintenance requirements meeting all relevant national and international standards/codes and regulations in line with the guidelines of PNGRB, its Acts & Regulations.
 - Supply options of alternate route/supply system adopted in the case of localized/district administrative interruptions/restrictions if any.
- **Capital & Operating Cost**
 - Preparation of Bill of Materials for each item such as CGS, CNG Station, (Mother Station/ Online Station/Daughter Booster Station), DRS, steel line pipes, PE pipes etc.
 - Prepare estimates of realistic capital and operating cost (with detailed break-up) and work out the financial viability of the project along with different sensitivity scenarios, in line with the guidelines of PNGRB, its Acts & Regulations.
 - The capital cost should be arrived for the material, machinery, equipment, SCADA etc for CGD distribution excluding cost of feeder pipeline and City gate station.

- **Financial Analysis**

- Financial analysis should be carried out to determine the financial feasibility of City Gas Distribution projects in the GA and calculate retail selling price of gas to the various consumer categories viz. domestic, commercial, industrial and automobile consumers, in-line with the guidelines of PNGRB, its Acts & Regulations.

- **Sensitivity Analysis**

- Sensitivity Analysis of the post-tax 12 % IRR on project and equity investments to variations in capital cost, demand projections, operating cost parameters, project schedules, gas costs etc should be carried out, in line with the guidelines of PNGRB, its Acts & Regulations.

B. DELIVERABLES

- a.** Primary Market Survey Report – One Hard Copy, One Soft Copy and One editable Soft Copy.
- b.** Demand assessment Report – One Hard Copy, One Soft Copy and One editable soft Copy.
- c.** Draft DFR – Three Hard Copies, One Soft Copy and One Editable Soft Copy including excel format for Financial modelling and Capex/ Opex.
- d.** Final DFR – Four Hard Copies, One Soft Copy and One editable Soft Copy including excel format for Financial modelling and Capex/ Opex.

SECTION-VI SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES

S/N o.	Description	Qty.	Unit	Rate (In Rs)	Amou nt (In Rs)	Amou nt incl. taxes (In Rs)
1	Professional Charges for undertaking the scope as defined in the tender documents section V of SCC i.e. Demand assessment Market Survey, Preparation & Finalization of Detailed Feasibility Report (DFR) for Gwalior, Madhya Pradesh (Except already authorized) & Sheopur, Madhya Pradesh including Travelling ,Lodging & Boarding.	1	Lump sum			
		Total excluding GST (In Rs.)				
		GST (Percentage %)				
		Total Amount Including GST (In Rs.)				

NOTE:

- 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.
- 2) The costs of visiting the site & all other charges except mentioned in SOR shall be borne by the Bidder

SECTION-VII
FORMS & FORMATS

F-1
BIDDER'S GENERAL INFORMATION

To,

M/s GAILGAS LIMITED

SUB:

TENDER NO:

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

RAJASTHAN STATE GAS LIMITED

11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GST No.	[Enclose copy of GST Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
25	Offer No. and date	

Place:

Date:

Designation:

Seal:

[Signature of Authorized Signatory of Bidder]

Name:

F-2
BID FORM

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the
tender of "_____

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

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "5% of the Contract Price" or as mentioned in Tender Document for the due performance within "fifteen [15] days" of such Award.

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

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

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

Place:
Signatory of Bidder]
Date:
Designation: Seal:

[Signature of Authorized

Name:

Duly authorized to sign Bid for and on behalf of

[Signature of
Witness] Name of
Witness: Address:

F-3
LIST OF ENCLOSURES

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB: _____

TENDER NO:

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section-II
4. Bid Security/EMD

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

F-5
LETTER OF AUTHORITY

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

Ref:
Date:

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:
TENDER NO:

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail:@

.....

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail:@

.....

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

Yours faithfully,

Place:
Signatory of Bidder]
Date:
Designation: Seal:

[Signature of Authorized

Name:

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.

"NO DEVIATION" CONFIRMATION

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

Dear Sir,

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

Place:

Authorized Signatory of Bidder]

Date:

Designation: Seal:

[Signature of

Name:

DECLARATION

To,

M/s RAJASTHAN STATE GAS
LIMITED

SUB:

TENDER NO:

Dear Sir,

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

2.0 We confirm that "the document submitted by M/s. (Name and address of the bidder) against tender no.dtd..... are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. (Name and address of the bidder) shall be personally responsible not only for the damages or loss to RSGL, but also for criminal proceedings under the relevant laws".

3.0 We also confirm that we have not been put on 'Holiday' by GAIL/RSGL/Project Management Consultant or Blacklisted/Banned by any government department /public sector or on the suspension list of RSGL on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Rajasthan State Gas Limited or the Ministry of Petroleum and Natural Gas.

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

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

Place:
Signatory of Bidder]
Date:
Designation: Seal:

[Signature of Authorized

Name:

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

Dear Sir,

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

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

Place:
Authorized Signatory of Bidder]
Date:
Designation: Seal:

[Signature of

Name:

F-10
AGREED TERMS & CONDITIONS (ATC)

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.1	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST:% Plus SGST/UTGST..... % Total:..... % or IGST:..... %
4.2	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 payable by: GAIL: % Bidder: %
4.3	Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN)	
4.4	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the 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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
10.	a) Confirm acceptance of complete Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Deleted	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value	
	c) Validity	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced	

		Bid.	
	15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
	16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GAIL or his relative is a partner.	
	17.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. <i>* It shall be the sole responsibility of the bidder to inform RSGL about the changes that may occur in the stated declaration during the course of finalization of the tender.</i>	
	18	All correspondence must be in ENGLISH language only.	
	19	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
	20	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

F-11 ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in 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	:
Fax Number	:
Contact Person	:
E-mail Address	:
Mobile No.	:
Date	:
Seal/Stamp	:

■ We are unable to bid for the reason

given below: Reasons for non-submission of bid:

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

F-12 UNDERTAKING ON LETTERHEAD

To,

M/s RAJASTHAN STATE GAS LIMITED

SUB:

TENDER NO:

Dear Sir

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

(SIGNATURE OF BIDDER)

INTEGRITY PACT

F-13 INTEGRITY PACT

INTRODUCTION:

RSGL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL Gas) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption..

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with RSGL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with RSGL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass RSGL's confidential information to any third party unless specifically authorized by RSGL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
- i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
- ii) If it comes to know of any unethical or illegal payment / benefit;
- iii) If it makes any payment to any RSGL associate.
- f) The Counterparty shall not make any false or misleading allegations against RSGL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the RSGL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, RSGL shall be entitled to terminate the Contract. Further, RSGL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against RSGL or its associates, RSGL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

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

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

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

(Signature of vendor/ customer)

BANK CERTIFICATE

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

Bank stamp

Date (Signature of authorized officer of bank)

F-20
INDEMNITY BOND

WHEREAS RAJASTHAN STATE GAS LIMITED (hereinafter referred to as "RSGL") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at C-89-90, Jan Path, Lalkothi Scheme, Jaipur - 302004 has entered into a contract with M/s*..... (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the „CONTRACT“ which expression shall include all amendments, modifications and / or variations thereto. RSGL has also advised the Contractor to execute an Indemnity Bond in general in favour of RSGL indemnifying RSGL and its employees and Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of RSGL for above works.

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

(i) This Indemnity shall remain valid and irrevocable for all claims of RSGL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which RSGL and/or its employees and Directors has been made party until now or here-in-after.

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

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

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses: