



RAJASTHAN STATE GAS LIMITED

राजस्थान राज्य गैस लिमिटेड



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RAJASTHAN STATE GAS LIMITED

(A Joint Venture Company of RSPCL and GAIL Gas Limited)

Jaipur, Rajasthan (India)

CITY GAS DISTRIBUTION PROJECT IN KOTA GA**TENDER DOCUMENT FOR PROCUREMENT OF POWDER COATED GI
PIPES****TENDER NO : RSGL/KOTA//PROJ/C&P/2022-23/NIT-06****DATED-29-08-2022****(OPEN DOMESTIC COMPETITIVE BIDDING)****DUE DATE & TIME FOR
BID SUBMISSION****:20-09-2022 1400 HRS (IST)****DUE DATE & TIME FOR UN-PRICED
BID OPENING****: 20-09-2022 1500 HRS. IST**



UNIVERSITY OF THE PHILIPPINES

OFFICE OF THE CHANCELLOR



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SECTION-I

INVITATION FOR BID (IFB)

**SECTION-I****"INVITATION FOR BID (IFB)"****RSGL/KOTA//PROJ/C&P/2022-23/NIT-06 Date:29-08-2022**

To,
Prospective Bidders

SUB: TENDER DOCUMENT FOR PROCUREMENT OF POWDER COATED GI PIPES**Dear Sir/Madam,**

RAJASTHAN STATE GAS LIMITED (RSGL), a Joint Venture company of RSPCL & GAIL Gas Limited for CITY GAS DISTRIBUTION PROJECT is supplying Piped Natural Gas (PNG) to Domestic consumers in KOTA G.A. RSGL is expanding its network for setting up of Mother / Online CNG Stations and Daughter Booster Stations (DBS) and providing PNG connectivity to 10000 nos. Domestic Households in KOTA G.A., Rajasthan.

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

The brief details of the tender are as under:

(A)	NAME OF WORK /BRIEF SCOPE OF WORK/JOB	Tender Document for Procurement of Powder Coated GI pipes					
(B)	TENDER NO. & DATE	RSGL/KOTA//PROJ/C&P/2022-23/NIT-06 Date: 29-08-2022					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table>		SINGLE BID SYSTEM		TWO BID SYSTEM	Yes
SINGLE BID SYSTEM							
TWO BID SYSTEM	Yes						



(D)	TYPE OF TENDER		E-TENDER	
			MANUAL	YES
		Open Domestic Competitive Bidding		
(E)	DELIVERY PERIOD: <u><i>Delivery shall be made within a month time in lots of 25% of ordered quantity as per instruction/intimation by EIC and completed within 6 months from the date of issuance of FOA/LOA. Failure to meet Delivery schedule as per instruction/intimation by EIC will be subjected to Price Reduction Schedule (PRS).</i></u>			
(F)	BID SECURITY / EARNESTMONEY DEPOSIT (EMD)	Not Applicable, however, bidder has to submit the declaration provided under clause 16 of ITB as Annexure-1 along-with the bid.		
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 29-08-2022 IST) on following websites: (i) RSGL’s Tender Website – http://rsgl.rajasthan.gov.in		
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date & Time: At 15:00 hrs. (IST) on 08-09-2022 Venue: Rajasthan State Gas Ltd. Room no. 301, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur - 302005		
(I)	DUE DATE & TIME OF BID-SUBMISSION	Up to 1400 hrs. (IST) on 20-09-2022		
(J)	DATE AND TIME OF UN- PRICED BID OPENING	At 1500 hrs. (IST) on 20-09-2022 Venue: Rajasthan State Gas Ltd., Room no. 301, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur - 302005		
(K)	CONTACT DETAILS	DGM (C&P) Rajasthan State Gas Ltd., Room no. 301, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur – 302005 viveks.rsgl@rajasthan.gov.in Contact no.-0141-4916308		

In case of the days specified above happens to be a holiday in RSGL, the next working day shall be implied.



- 3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
 - 4.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time shall be considered as late bid and will not be evaluated.
 - 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
 - 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its Amendment(s) & Clarification(s), if any from websites [refer Clause No. 2.0 (G) above] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
 - 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
 - 12.0 RSGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

For & on behalf of Rajasthan State Gas Ltd.

DGM (C&P)

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

**CUT-OUT SLIP****DO NOT OPEN - THIS IS A QUOTATION**

Bid Document No. :TENDER No. RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Item Description :SUPPLY OF POWDER COATED GI PIPES

Due Date & Time :Up to 1400 Hrs. (IST) on 20-09-2022

From:

To:

DGM C&P

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

To be pasted on the envelope containing Bid



SECTION – II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



1. BID EVALUATION CRITERIA (BEC)

1.1 Technical Criteria

- 1.1.1 The bidder shall be a regular manufacturer of GI pipes & shall have a valid BIS license for manufacturing of GI Pipes as per IS-1239 (Latest edition).
- 1.1.2 The Bidder shall have manufactured, tested and supplied from the proposed manufacturing plant having valid BIS license at least one length of GI pipes in Heavy class as per IS-1239 of 1" or higher in terms of diameter, $\frac{3}{4}$ " inch or higher in terms of diameter and $\frac{1}{2}$ " or higher in terms of diameter in the last seven (7) years reckoned from the bid due date.
- 1.1.3 The bidder should have manufactured and supplied minimum quantities as per table below in a single order for each quoted item of same or higher diameter of Powder Coated GI Pipes as per IS 1239. in a single contract in any of the last seven years reckoned from the bid due date

Item No.	Description of Items	Unit	Minimum Quantity Requirement to Qualify in meters
1	$\frac{1}{2}$ " Powder Coated GI Pipe conforming to IS 1239 and IS 13871	Meter	8100
2	$\frac{3}{4}$ " Powder Coated GI Pipe conforming to IS 1239 and IS 13871	Meter	2250
3	1" Powder Coated GI Pipe conforming to IS 1239 and IS 13871	Meter	720

(i) For bidder quoting for single item:

The bidder should have manufactured and supplied minimum quantities as per the above table in a single order for each quoted item of same or higher diameter of powder coated GI Pipes as per IS 1239

(ii) For bidder quoting for more than one item:

For Bidders quoting for more than one item, the BEC quantity (i.e. Minimum Quantity Requirement to Qualify) will be on cumulative basis in addition to satisfying the condition pertaining to specification mentioned at (i) above, through a single order or through one order against each item. Further the bidder qualifying for higher diameter/sizes (as per the above table) will be considered qualified for lower sizes also, subject to meeting the cumulative quantity requirement.

- 1.1.4 In case, bidder is executing a contract of above nature which is still running and the executed quantity till one day prior to the due date of submission of bid is equal to or more than the minimum required quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate to this effect issued by the end user / owner / authorized consultant.
- 1.1.5 All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.

**Note:**

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

1.2 FINANCIAL CRITERIA**1.2.1 Annual Turnover**

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years shall be as under:

Item No.	Minimum Annual Turnover (Rs.)
1.	49 Lakh
2.	18 Lakh
3.	9 Lakh

1.2.2 Net worth

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

1.2.3 Working Capital

The minimum working capital of the bidder as per the immediate preceding audited financial results of financial year, shall be as under:

Item No.	Minimum Working Capital Requirement (Rs.)
1.	9.8 Lakh
2.	3.6 Lakh
3.	1.8 Lakh

Note:

*If the bidder's working capital is **negative or inadequate**, the bidder shall submit a letter (as per format F-15) from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least working capital requirement as*

stated above.

- 1.2.4 Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-16) duly signed and stamped by a Chartered Accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

Note to BEC-Financial:

- (i) If a bidder quotes for more than one item, then the requirement of Annual Turnover and minimum working capital will be calculated on cumulative basis for the quoted items.
- (ii) Annual Turnover:
In case the tenders having the bid closing date up to **30th September** of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3years immediately prior to that. Wherever the closing date of the bid is after **30th September** of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. However, in case bidder is meeting the Annual Turnover Criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- (iii) Net Worth / Working Capital:
In case the tenders having the bid closing date up to **30th September** of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net Worth/ Working Capital calculation. Wherever the closing date of the bid is after **30th September** of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

1.3 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

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

Sl. No.	BEC Clause No.	Documents required for qualification
Documents required – 1.1 Technical Criteria		
1	1.1.1	Valid BIS certificate for Bidder's established plant for manufacturing of GI Pipes as per IS 1239



2	1.1.2	<p>a) Factory Registration certificate from appropriate authority.</p> <p>b) Copies of Purchase Order (P.O.) / Work Order (WO)</p> <p>c) Corresponding Inspection Release Note/ Dispatch Clearance Certificate/ Order completion certificate etc. of relevant previous supplies (having cross reference to PO).</p> <p>d) Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification. All the documents submitted by bidder shall be certified as mandated by notes specified below.</p>
3	1.1.3	<p>a) Copies of Purchase Order (P.O.) / Work Order (WO)</p> <p>b) Corresponding Inspection Release Note/ Dispatch Clearance Certificate/ Order completion certificate etc. of relevant previous supplies (having cross reference to PO).</p>
B. BEC Financial		
4	1.2.1, 1.2.2 & 1.2.3	<p>Bidder(s) shall submit the copy of Audited Financial Statements including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of immediate preceding financial year along with un-price bid.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank (as per format F-15) having net worth not less than Rs. 100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p>



BID EVALUATION METHODOLOGY



EVALUATION METHODOLOGY

1. A bidder may quote for all or any items (s) of the Price Schedule. Evaluation and ordering shall be done item-wise on least cost basis. Bidder quoting for any item shall have to quote for entire quantity of that item otherwise their bid will not be considered.

If the bidder happens to be the lowest (L-1) bidder for more number of items in the Price Schedule and qualifies for lesser number of items in the Price Schedule, then the order shall be placed on "least cost to RSGL basis" for the number of Price Schedule items for which the bidder qualifies. The bidder ceases to be lowest bidder for the remaining item(s).

2. The evaluated price of bidders shall include the following:
 - 2.1 Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
 - 2.2 Inland transportation up to Delivery location and other costs incidental to delivery of goods
 - 2.3 GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above).
 - 2.4 Other loading, if any, as specified in Tender Document

Note:

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

3 AWARD CRITERIA

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



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INSTRUCTION TO BIDDERS FORMS & FORMATS ANNEXURES

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INSTRUCTIONS TO BIDDERS [ITB]

1 SCOPE OF BID

[A] GENERAL

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 38" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by RSGL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of RSGL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform RSGL in case the bidder is put on 'Holiday' by RSGL or Public Sector Project



Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and-fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

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

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

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

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

2.6 Power of Attorney:

- For Single Bidder:

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

3 BID FROM "CONSORTIUM"/"JOINT VENTURE

Not Applicable

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.



- 4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING

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

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against RSGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

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

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



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

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

8 CLARIFICATION OF TENDER DOCUMENT

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

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB/communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] **PREPARATION OF BID**

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 In case the bids are invited under the Manual Two Bid System, the Bid prepared by the Bidder shall comprise of the following components sealed in 2 different envelopes:

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

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

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F- (1)
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents required as per 'Form F-3' and as mentioned elsewhere in the Tender Document
- (e) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender document.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday/Banning, in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10A'
- (k) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (l) Undertaking on the Letter Head of Bidder, as per the Form F-12.
- (m) Power of Attorney /copy of Board Resolution, in favour of the authorized

signatory of the Bid, as per clause no. 2.6 of ITB.

- (n) Any other information/details required as per Tender Document
- ~~(o) EMD in original as per Clause 16 of ITB~~
- (p) All other forms and Formats including Annexures.
- (q) Tender Document, its Corrigendum/Amendment/Clarification(s) Duly signed on each page by the Authorized Signatory holding POA.
- (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

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

11.1.2 PART-II: Price Bid

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

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo- moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.



12 **BID PRICES**

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

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

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

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

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

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

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

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

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

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.

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



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

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

13 **TAXES & DUTIES**

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

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

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

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

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

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



- 13.4 The supplier shall mention the particulars of RSGL, (place specified in BDS) on the Invoice. Besides, if any other particulars of RSGL are required to be mentioned, under **GST rules/regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.5 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of RSGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from RSGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of RSGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.6 RSGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where RSGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

13.8 Anti-profiteering clause

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

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

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by RSGL as 'non- responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may



refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 — EARNEST MONEY DEPOSIT (EMD)

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

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

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

16.3 RSGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

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

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

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

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

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent/collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.



- (e) ~~In the case of a successful Bidder, if the Bidder fails to:~~
- ~~(i) to acknowledge receipt of the "Notification of Award"/ Fax of Acceptance [FOA],~~
 - ~~(ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause 38"~~
 - ~~(iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.~~

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

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

**Annexure-1****DECLARATION FOR BID SECURITY**

To,

M/s Rajasthan State Gas limited

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all

corrigendum/ Addenda), we M/s _____ ***Name of Bidder*** have submitted our

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder must submit their queries / clarifications to RSGL in the format “F-18”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum /Corrigendum /Clarification to the Tender Document and will be uploaded on websites of RSGL, Govt. and VCS and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. RSGL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, RSGL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). RSGL’s determination of a Bid’s responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. RSGL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

19.2 REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- (a) Firm Price
- ~~(b) Earnest Money Deposit~~
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 E-PAYMENT

- 20.1 Payments to Suppliers will be made electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

[D] SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder/Affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.
- 22.2 RSGL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for



Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of RSGL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of RSGL may be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
- 23.2 Bid(s) received by RSGL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID

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

[E] BID OPENING AND EVALUATION:

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

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

26 BID OPENING

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:

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

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. The envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 CONFIDENTIALITY

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

28 CONTACTING THE PURCHASER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;

- (c) is substantially responsive to the requirements of the Tender Document;and
- (d) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

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

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

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

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

30 CORRECTION OF ERRORS

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

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

30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of

Bid, its Bid will be rejected, and the EMD shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document

33 QUANTITY VARIATION

NOT APPLICABLE

[F] AWARD OF CONTRACT

34 AWARD

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

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

35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

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



36.0 DISPATCH SCHEDULE

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

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

- 36.1.1 Shipments Schedule
- 36.1.2 Dimension details of packages
- 36.1.3 Detailed technical write-up along with Catalogue (if applicable)
- 36.1.4 Any other document/details, if mentioned in Purchase Order

- 36.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by RSGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 36.3 It shall be the responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

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

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

- 37.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 37.4 Further, the bidder can submit CPBG on line through issuing bank to RSGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by RSGL.

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

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

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

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

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

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

39 PACKING INSTRUCTIONS

39.1 Packing shall be strong and sturdy such that it can withstand loading/unloading& pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

39.2 Fragile articles should have special packing materials depending on type of materials.

39.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

39.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

39.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

39.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.



- 39.7 Each package shall be marked on three sides with proper paints/indeliblewaterproof ink as follows:

PURCHASER:

DESTINATION

Purchase Order No.....

Net Wt..... Kgs, Gross Wt.....

Kgs. Dimensions.....X.....X..... CM

.

Package No. (Sl. No. of total packages)

.....

Seller's Name

.....

- 39.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant.

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

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

40 VENDOR PERFORMANCE EVALUATION

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

41 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside



or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

43 DISPUTE RESOLUTION

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

- 43.1 GAIL Gas Limited has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAILGas web site www.gailgas.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.
- 43.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s) / issue(s) between /amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such
- 45.3 Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL Gas Limited Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of „Conciliation“ shall be deemed to have been exhausted, even in case of rejection of „Conciliation“ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.



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

44 REPEAT ORDER

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

45 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

46 QUARTERLY CLOSURE OF THE CONTRACT

Not Applicable

47 PRICE REDUCTION FOR DELAYED DELIVERY

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

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

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

Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of RSGL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority of RSGL, who is competent to take final decision for Suspension of business dealing with an Agency (ies) and Banning of business dealings with Agency(ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of RSGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the RSGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State

Government having power to investigate.

B Actions against Bidder(s) indulging in corrupt /fraudulent/ collusive/Coercive practices.

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

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

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

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, during execution of Contract, the agency shall be banned for future business with RSGL for a period specified in paraB 2.2 below from the date of issue of banning order.

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

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

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

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

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after execution of Contract and during DLP/ Warranty/Guarantee Period, the Agency shall be banned for future business with RSGL for a period specified in para B 2.2 below from the date of issue of banning order. Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:



- C.3.1 After issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 After opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 After opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of funds committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, RSGL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from RSGL.
The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
 - D.3.2.1 After issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
 - D.3.2.2 After opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
 - D.3.2.3 After opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis- appropriation of facts conducted in the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of RSGL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of RSGL. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

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

3.1 FOR PROJECTS

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.

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

A) *Where Performance rating is "POOR":*

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



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

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

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

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

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is "POOR"

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

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

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

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

B) Where Performance rating is "FAIR"

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

6.3 Effect on other ongoing tendering process:

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

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

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

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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



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

10. **ERRANT BIDDER**

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

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

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



Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Performance rating shall be classified as under:

Signature of Authorised Signatory:

Name:

Designation:

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

Instructions for allocation of marks

1. Marks are to be allocated as under:

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects

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

ii) When quality Failure of severe nature 0 marks

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

iii) Number of deviations

1. No deviation 5 marks

2. No. of deviations ≤ 2 2 marks

3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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



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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of Authorised Signatory:

Name: Designation:

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

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration marks and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

ANNEXURE-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: RAJASTHAN STATE GAS LIMITED				
1.2	The Invitation for Bid/ Tender is for : SUPPLY OF POWDER COATED GI PIPES AS PER IS 1239 as defined in Scope of supply and SOR				
General	<p>The Purchaser is: RAJASTHAN STATE GAS LIMITED</p> <p>The consignee details and Delivery Location (For Indian Bidders) for the goods are as under :-</p> <p><u>Consignee:</u></p> <p>Rajasthan State Gas Limited Office No. S-5, 2nd Floor, Skyline Shopping, C-1/A Rajeev Gandhi Nagar, Opp. City Mall, Jhalawar Road, Kota (Raj.) – 324005.</p> <p><u>Delivery Location:</u></p> <p>Central Warehousing Corporation (CWC)–II Dakaniya Talav Railway Station Road, Indraprastha Industrial Area, Kota-324 005, Rajasthan.</p>				
3	<p>Bid From a Consortium/ Joint Venture</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td style="text-align: center;">x</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">√</td></tr> </table>	APPLICABLE	x	NOT APPLICABLE	√
APPLICABLE	x				
NOT APPLICABLE	√				
B. TENDER DOCUMENT					

8.1	<p>For clarification purposes only, the communication address is:</p> <p>DGM (C&P) Rajasthan State Gas Ltd., Room no. 215, Khaniz Bhawan, Tilak Marg, C- Scheme, Jaipur – 302005 viveks.rsgl@rajasthan.gov.in Contact no.-0141-4916308</p>
C. PREPARATION OF BID	
11.1.1	<p>The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers): NIL</p>

12 & 13	<p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: NIL</p> <p>Whether RSGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="628 1106 1184 1256"> <tr> <td>RSGL</td><td>X</td></tr> <tr> <td>SUPPLIER</td><td>√</td></tr> </table>	RSGL	X	SUPPLIER	√		
RSGL	X						
SUPPLIER	√						
12.2	Transit/marine Insurance shall be arranged by Suppliers :yes						
12.4	<p>Delivery basis shall be</p> <table border="1" data-bbox="501 1525 1315 1675"> <tr> <td>FOT/FOR Site, KOTA(Rajasthan)</td><td>√</td></tr> <tr> <td>EX-WORKS,(Bidder to indication location)</td><td>X</td></tr> </table>	FOT/FOR Site, KOTA(Rajasthan)	√	EX-WORKS,(Bidder to indication location)	X		
FOT/FOR Site, KOTA(Rajasthan)	√						
EX-WORKS,(Bidder to indication location)	X						
13.4 & 13.5	<p>Details of Buyer:</p> <table border="1" data-bbox="440 1827 1310 1980"> <tr> <td>Consignee</td><td>Rajasthan State Gas Ltd.</td></tr> <tr> <td>GST No.</td><td>08AAGCR7499P1Z7</td></tr> <tr> <td>PAN No.</td><td>AAGCR7499P</td></tr> </table>	Consignee	Rajasthan State Gas Ltd.	GST No.	08AAGCR7499P1Z7	PAN No.	AAGCR7499P
Consignee	Rajasthan State Gas Ltd.						
GST No.	08AAGCR7499P1Z7						
PAN No.	AAGCR7499P						
14	The currency of the Bid shall be INR						



15	The bid validity period shall be 03 (Three) months from final 'Bid Due Date'.
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16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of Rajasthan State Gas Ltd. , payable at Jaipur	
		ICICI BANK
	Bank Account No.	678605600349
	Bank Address:	Khanij Bhawan, Tilak Marg, C-Scheme-Jaipur-302005 (Raj).
	IFSC CODE	ICIC0006786

D. SUBMISSION AND OPENING OF BIDS

18	In addition to the original of the bid, the number of copies required is one.
22	The Tender No. of this bidding process is: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06 dated 29-08-2022
22.1 and 4.0 of IFB	For <u>bid submission purposes</u> only, the Owner's address is : Attention: DGM(Contract and Procurement) Address: Rajasthan State Gas Ltd. Room no. 215, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur -302005
26	The bid opening shall take place at: Rajasthan State Gas Ltd. Room no. 215, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur -302005

E. EVALUATION, AND COMPARISON OF BIDS

32	Evaluation Methodology is mentioned in Section-1.2
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F. AWARD OF CONTRACT

34	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters:- DGM (Contract and Procurement) Room no. 301, Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur -302005 +91-9650055638
----	--

37	<p>Contract Performance Security (CPS)/ Security Deposit :APPLICABLE</p> <p>The value/ amount of Contract Performance Security/ Security Deposit shall be as per Clause 12 of GCC and Clause 37 of ITB of this bidding document.</p> <p>"3% of Total Order / Contract value in case contract period is less than one year or 3% of Annualized Order / Contract value in case contract period is more than one year."</p> <p>In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.</p> <ul style="list-style-type: none"> For this purpose, the details of RSGL Bank Account is as under: <p>Account : ICICI BANK Bank Account No. 678605600349</p> <p>Bank Address: Khanij Bhawan, Tilak Marg, CScheme-Jaipur-302005 (Raj). IFSC CODE ICIC0006786</p> <p><i>While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/LOA/PO no._ (contractor/ vendor to specify the FOA/LOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the concerned C&P officer(s) immediately and necessarily within 30 days from the date of Fax of Acceptance. "</i></p> <p>While issuing bank Guarantee applicant must mention receiver's details as ICICI Bank account No. 678605600349, IFSC ICIC0006786, Branch __Khaniz Bhawan -Tilak Marg, C-scheme Jaipur, in BG text at which SFMS IFN 760 message to be send by issuing bank, to establish the authenticity of given BG</p>				
39	<p>Whether tendered item is split able or divisible :</p> <table border="1" data-bbox="598 1406 1264 1559"> <tr> <td>YES</td><td>X</td></tr> <tr> <td>NO</td><td>√</td></tr> </table>	YES	X	NO	√
YES	X				
NO	√				
46	<p>Quarterly Closure of Contract</p> <table border="1" data-bbox="646 1664 1311 1816"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>√</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				



FORMS & FORMATS

LIST OF FORMS & FORMATS

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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s RSGL

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

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



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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3

LIST OF ENCLOSURES

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Power of Attorney No. _____

Date: _____



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

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

**F-4A****PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY DEPOSIT / BIDSECURITY"**

To,
M/s RSGL _____

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Irrevocable and confirmed Letter of Credit No.Amount: Rs.

Validity of this Irrevocable(in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on(Name of Applicant/Bidder with full address) for a sum not exceedingavailable by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by RSGL, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to RSGL during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature

(Original Bank)

Counter Signature

F-5**LETTER OF AUTHORITY**

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

Ref:

Date:

To,

M/s RSGL

SUB: TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

hereby authorize the following

I/We, _____

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



F-6

"NO DEVIATION" CONFIRMATION

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-7****DECLARATION REGARDING HOLIDAY / BANNING**

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

We hereby confirm that we are not on 'Holiday' by RSGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector as on due date of submission of bid.

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

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

Further, we also confirm that in case there is any change in status of the declaration prior to placement of order or till complete execution of the order, the same will be promptly informed to RSGL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

To,
M/s RSGL

Dear Sir(s),

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

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

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

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



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

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

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

Yours faithfully,

Bank by its Constituted Attorney

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



INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITYDEPOSIT" BY "BANK
GUARANTEE"

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

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

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of RSGL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : Vendor Code: Address:
2.	Please confirm the currency of quoted prices.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Confirm quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Confirm firm freight charges upto site are quoted in Price Schedule.	
5	Please specify the Dispatch Point	
6.	i) Confirm acceptance of relevant Terms of Payments specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Confirm that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.	



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



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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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

**F-12****UNDERTAKING ON LETTERHEAD**

To,

M/s RSGL

SUB:

TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

To,

M/s RSGL

SUB: TENDER NO: RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO.OF THE BID SUBMITTED
1.0	Signing and Stamping (manual bidding) on each sheet of offer, original bidding document including Specification/ SCC, ITB, GCC, Price Schedule/SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security (Not applicable)		
iii	Signed and stamped original copy of Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning.		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment (if applicable as per SCC) are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial		



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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:

**F-15****FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT**(To be provided on Bank's letter head)

Date:

To,
M/s. RSGL

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory) Name
of the signatory:

Designation :
Stamp

F-16

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



Instructions:

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

F-17

NOT APPLICABLE

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

CONSORTIUM/JV AGREEMENT

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

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

WHEREAS, the Owner invited bids vide its Tender Document no..... for the work of

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

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

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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



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

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



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

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

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

Name:

Designation:

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

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

Name:-

Designation:

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

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

Name:

**F-18****BIDDER'S QUERIES FOR PRE BID MEETING**

To,
M/s RSGL

Sub : _____

Tender No : RSGL/KOTA//PROJ/C&P/2022-23/NIT-06

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

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

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

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)

**F-20****FREQUENTLY ASKED QUESTIONS (FAQs)**

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

All the terms and conditions of Tender remain unaltered.

F-21**POWER OF ATTORNEY**
(To be submitted on the letter-head of company)

Tender No.:

Item Description:

Name of Bidder:

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of Person with Company Seal) SIGNATURE OF

THE AUTHORIZED PERSON(S)

(Name of Person)

E-mail ID: _____

Digital Token No. used for uploading the bid: _____

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

**FORMAT F-22****DETAILS OF P.F REGISTRATION**

To,
RSGL,

Sub: Tender No. _____ for _____

Dear Sir (s),

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

PF Registration No.:

District and State:

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER: _____

Note: Please submit the copy of PF Registration Certificate

**FORMAT F-23****DETAILS OF SPECIFIC EXPERIENCE**

Bidder shall furnish their experience details with reference to the Work, which pre-qualify them in line with Bid Evaluation Criteria mentioned in IFB.

DETAILS OF SIMILAR WORK EXECUTED BY BIDDER (COMPLYING REQUIREMENT OF IFB)

S.No	Description	Details
1	Name of Project, location	
2	Description of work	
3	Name of Owner, Postal Address, Phone/ Fax No./ E-mail Address	
4	Name of Consultant, Postal Address, Phone/ Fax No./ E-mail Address	
5	Details of Scrubber	
6	Completion Dates	Date of award : _____ Starting date : _____ Scheduled Completion Date : _____ Actual Completion Date : _____ Reasons for delay, if any : _____
7	Supporting Document	Whether copy of Work Order/ Contract Agreement enclosed YES NO Whether Completion Certificate enclosed. YES NO Annual Turnover Statement YES NO

Note:

1. Bidder should indicate details of similar experience separately for each part, which they consider suitable in line with Bid evaluation criteria, stipulated in IFB. Detail of more Projects may be furnished in the same format. Bidder to note that non-submission of relevant documents may lead to rejection of their bid. Owner reserves the right to evaluate the bid on the details furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____



SECTION – IV

GENERAL CONDITIONS OF CONTRACTS – GOODS

General Conditions of Contract-GOODS

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1	Definitions	<p>In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:</p> <p>1.0 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.</p> <p>1.1 CONSULTANT <i>[if engaged]</i> shall mean M/s _____ having its registered office at _____. The term consultant includes successors, assigns of M/s _____.</p> <p>1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.</p> <p>1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.</p> <p>1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.</p> <p>1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.</p> <p>1.6 DELIVERY terms shall be interpreted as per INCOTERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.</p> <p>1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.</p> <p>1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.</p> <p>1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.</p>
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		<p>1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.</p> <p>1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, atSELLER's works and on receipt at SITE as per terms of the CONTRACT.</p> <p>1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.</p> <p>1.13 PURCHASER shall mean RSGL having its registered office at Jaipur. The term PURCHASER includes successors, assigns of RSGL</p> <p>1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.</p> <p>PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.</p> <p>Quantities – Bills of quantities</p> <p>Bills of quantities</p> <p>Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from workactually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.</p> <p>1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.</p> <p>1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.</p> <p>1.17 SITE designates the land and/or any other premises</p>
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		<p>on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.</p> <p>1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.</p> <p>1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.</p> <p>1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.</p> <p>1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.</p> <p>1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.</p> <p>1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.</p>
2	Seller To Inform	2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
3	Application	3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

		<p>26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.</p> <p>26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.</p> <p>Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.</p>
27	Rejections, Removal of Rejected Equipment & Replacement	<p>27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.</p> <p>27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.</p> <p>27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.</p> <p>27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.</p> <p>27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).</p>

28	Termination of Contract	<p>28.1 Termination for Default</p> <p>28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:</p> <p>A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or</p> <p>B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and</p> <p>C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.</p> <p>28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.</p> <p>28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by RSGL Against any type of tender nor their offer will be considered by RSGL against any ongoing tender (s) where contract between RSGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by RSGL to such VENDOR.</p> <p>28.2 Termination for Insolvency</p> <p>The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.</p> <p>28.3 Termination for Convenience</p> <p>28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination</p>
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		<p>becomes effective.</p> <p>28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:</p> <ol style="list-style-type: none"> to have any portion completed and delivered at the CONTRACT terms and prices, and /or to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.
29	Force Majeure	<p>29.1 Shall mean and be limited to the following:</p> <ol style="list-style-type: none"> War/hostilities Riot or Civil commotion Earthquake, flood, tempest, lightening or other natural physical disaster. Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER. <p>The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.</p> <p>For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</p> <p>SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.</p>

30	Resolution of Disputes/Arbitration	<p>30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.</p> <p>30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.</p> <p>30.3 Legal Construction The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Jaipur (Rajasthan)</p> <p>30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (RSGL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.</p> <p>In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.</p> <p>The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Jaipur.</p> <p>Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Jaipur</p>
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31	Governing Language	<p>31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other languages shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.</p>
32	Notices	<p>32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
33	Taxes & Duties	<p>33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.</p> <p>33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.</p> <p>33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.</p> <p>33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.</p>



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

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

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



SECTION – V

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

The following article shall supplement the General conditions of Contract. Where any portion of the General Conditions of Contract and Instruction to Bidders is repugnant to or at variance with any provisions of the Special conditions of contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract to bidders, only to the extent that such repugnancy of variations in the Special Conditions of Contract as are not possible reconciled with the provisions of General Condition of Contract to Bidders. Other terms and condition will be applicable as specified elsewhere as **“General Condition of Contract”** in the tender document.

2.0 SPECIAL TERMS OF THE CONTRACT

2.1 The prices shall remain firm and fixed till complete execution of intimations/ release orders/ purchase orders placed and will not be subject to any variation except for statutory variations as per provisions of the tender document.

2.1.1 The material being purchased shall be delivered at RSGL stores / sites as per project requirements.

2.2 Bidder shall furnish despatch particulars of the consignment immediately to RSGL and Insurance Company after despatch of the material.

2.3 The bidder shall indicate bid prices on the appropriate formats for “Schedule of Rates (SOR) / Price Schedule” enclosed as part of Bidding 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.

2.3.1 **Evaluation Methodology:** Please refer section – II of Bid Document

2.4 Bidder must quote for full quantity and all items of each quoted Group of SOR.

2.5 The bidder’s break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limiting the Purchaser’s right to contract on different terms.

2.6 The quoted prices shall be inclusive of all Inspection / testing charges as called for in scope of work and specifications attached elsewhere. Bidder to ensure that no charges shall be quoted extra / outside the unit rate. All the testing / inspection charges as applicable shall be included in the item-wise unit price.

2.7 Inspection shall be done by RSGL / TPI for which no extra charges shall be payable. All personal expenses including boarding, lodging, tickets etc of inspectors shall be borne by the purchaser.

3 TERMS OF PAYMENT

3.1 SUPPLY:

3.1.1 100% of supply value as applicable will be paid progressively by Owner within 30 days against

receipt of material/ equipment at site & submission of the following documents:

- i. Invoice in triplicate (As per GST Act/ Rules)
- ii. Inspection Certificate cum Release note issued by inspection agency
- iii. GR/ LR
- iv. Packing List
- v. Insurance cover note covering transit insurance
- vi. A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.
- vii. Copy of Performance Bank Guarantee(s) of appropriate value (as per order) as already submitted by supplier.
- viii. In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract

3.2 DEDUCTION AT SOURCE:

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

3.3 PAYING AUTHORITY CFO

**Rajasthan State Gas Ltd. Khaniz
Bhawan, Tilak Marg,
C-Scheme Jaipur-302005**

4 COMPLETION PERIOD (DELIVERY SCHEDULE)

- 1) The Delivery period and delivery schedule (CDD) of shall be reckoned from the date of issue of FOA .
- 2) Delivery of goods shall be based on FOT site basis from the date of Fax of acceptance. Date of receipt of materials at site shall be considered as the completion of delivery.
- 3) The materials to be supplied, in the scope of the bidder, shall be shipped as per the following schedule:

Delivery shall be made within a month time in lots of 25% of ordered quantity as per instruction/intimation by EIC and completed within 6 months from the date of issuance of FOA/LOA. Failure to meet delivery schedule as per instruction/intimation by EIC will be subjected to Price Reduction Schedule.

- 4) Delivery period as above shall be essence of agreement and no variation shall be permitted, except with prior authorization in writing by RSGL.

5 PRICE REDUCTION SCHEDULE :

- 5.1 (i) If the Bidder fails to deliver any or all of materials or performance of the work and service

within the time period (s) specified in the Order/ Contract, RSGL shall without prejudice to any other remedy(ies) under the order/ contract, reduce a sum calculated on the under mentioned basis.

Price Reduction will be calculated as under.

Price Reduction will be applicable @ $\frac{1}{2}$ % of the total order/ contract value per week of delay or part thereof in supply/ completion of work subject to a maximum (ceiling) of 5% of total order/ contract value.

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

The PRS shall be applicable in the same way where individual release order shall be taken as independent order."

The value referred in PRS Clause is excluding taxes and duties.

6 GUARANTEE

The materials/goods supplied within the scope of this contract shall be guaranteed for a period of twelve (12) months from the date of commissioning or twenty four (24) months from the date of delivery at RSGL's store / site; whichever is earlier.

Contract Performance Bank Guarantee (CPBG):

SD / CPBG @ 3% of Order / Contract value to be submitted within 30 days of FOA/notification of award.

7 TESTS AND INSPECTION

- 7.1 The bidder shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to them during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 7.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Bidder shall be carried out by Bidder at his own cost.
- 7.3 The work is subject to inspection at all times by the RSGL. The Bidder shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.
- 7.4 The Bidder shall provide for purpose of inspection, access ladders, lighting and necessary instruments at their own cost including Low Voltage (24 V) lighting equipments for inspection work. Compressed air, Nitrogen, flange/ fittings, PGs, consumables etc. for carrying out works shall be arranged by the Bidder at their own cost.
- 7.5 Any supply not conforming to the specifications or codes shall be rejected forthwith and the

Bidder shall carryout the rectifications/replacement at his own cost.

- 7.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by RSGL. These reports shall form part of the completion documents.
- 7.7 Inspection and acceptance of the supplies shall not relieve the Bidder from any of his responsibilities under this Contract.
- 7.8 Third Party Inspectors shall be deployed by the bidder at their own cost. Vendor to propose minimum 3 TPI agencies from which one shall be selected with RSGL's approval. TPI appointed by the bidder shall be present during stage wise inspection, Hydro-test, FAT also.
- 7.9 All inspections and tests shall be made as required by the specifications forming part of this contract. Bidder shall advise RSGL in writing at least 7 days in advance of the date of final inspection/tests (FAT). Signed copy of FAT report after carrying out internal inspection shall be submitted by the bidder along with the FAT call. Manufacturer's inspection or testing certificates for equipment and materials supplied may be considered for acceptance at the discretion of RSGL. All costs towards testing etc. shall be borne by the bidder within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Bidder and duly approved by RSGL.

8 STATUTORY APPROVALS

- 8.1 Bidder to submit all the documents as per tender specifications. Approval of documents submitted by the bidder shall not relieve the bidder from any of his responsibilities under this contract. Inspection and acceptance of the work by statutory authorities shall not relieve the bidder from any of his responsibilities under this contract.
- 8.2 Any changes/additions required to be made to meet the requirements of statutory authorities, shall be carried out by the bidder, within the contract price, and to no additional cost to RSGL.

9 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

- 9.1 Bidder shall include in his offer the Quality assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of bidder. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.
- 9.2 The Bidder shall establish document and maintain an effective quality assurance system as outlines in recognized codes.
- 9.3 Quality Assurance system plans/procedures of the Bidder shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the fabrication activities, at all stages of work at site as well as the manufacturer's works and dispatch of materials.
- 9.4 The RSGL/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

10 TRANSIT INSURANCE

- 10.1 The price quoted must include transit Insurance charges transit Insurance shall be arranged and borne by the bidder. Dispatch particulars [as per Packing, Marking and Shipping Instructions shall be furnished and addressed to insurance agency immediately on dispatch. Details of insurance agency & policy Nos. shall be informed to RSGL.

11 GENERAL INFORMATION

- i) Name & Address of the Bankers : **ICICI BANK**
Khanij Bhawan, Tilak Marg, C-Scheme-
Jaipur-302005 (Raj)
- iii) Preferred mode of despatch : Domestic: By Road
- iii) GST Invoice to be raised to : OIC, RSGL ,
Respective sites (to be confirmed during
placement of firm order/ later)

14. LIEN

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

15. RECOVERY OF CUSTOMS DUTY, AND GST

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

16. REJECTION

- 16.1 Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.
- 16.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

17. LIMITATION OF LIABILITY

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

18. GOVERNING LAW

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

19. EMPLOYER'S RIGHTS AND REMEDIES

Without prejudice to EMPLOYER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the EMPLOYER, CONTRACTOR / SUPPLIER is not in a position to make up the delay to meet the intended purpose, the EMPLOYER may terminate the

AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

20. ORIGIN OF GOODS

NA

21. SUBMISSION OF FALSE / FORGED DOCUMENT

21.1 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).

21.2 In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, RSGL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to RSGL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

21.3 In case this issue of submission of false document comes to the notice after execution of work, RSGL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

21.4 Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of RSGL debarring them from future business with RSGL.

22. DISPUTE RESOLUTION- As per Clause 43 of ITB of this tender.

23. SETTLEMENT OF DISPUTE BETWEEN CPSEs OR CPSEs & GOVERNMENT DEPARTMENTS

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

24. TRANSPORTATION OF GOODS

As per Section 3 of the "Carriage by Road Act 2007", no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods must be transported only through registered common carriers.

25. INCOME TAX

RSGL's PAN No. **AAGCR7499P**

"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”.

26. REPEAT ORDER

PURCHASER reserves the right within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

**27. PACKING, MARKING, SHIPPING AND DOCUMENTATION
SPECIFICATIONS – AS PER ATTACHMENT – 1**

ATTACHMENT - 1

1.0 General

- 1.1** This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2** Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 Project/Job

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1** The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2** Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3** All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4** All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5** Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6** All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7** Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silica gel or similar dehydrating compound.
-
- 3.8** Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.



3.9 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

3.10 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

4.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: RAJASTHAN STATE GAS LIMITED

PROJECT/PLANT:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs Gross Wt Kgs.

Dimensions..... X..... X..... CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.

4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 Shipment

5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior

5.2 approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.3 Despatch by Road

(a) The Seller shall be responsible for despatch of materials on DOOR- DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.

(b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to RSGL/PMC EIC (respective Project Site).



5.4 Despatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks.
Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of RSGL/PMC.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

Seller should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be despatched as "wagon load" paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule- 164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC. ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform RSGL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to RSGL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required

to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, RSGL / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, Seller shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, RSGL / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise

together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

6.0 Transit Risk Insurance

All equipments/materials will be insured for transit risk by bidder unless otherwise specified. The Insurance cover to be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters

All materials must be dispatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.

SECTION – VI

SPECIFICATIONS, SCOPE OF WORK AND DRAWINGS AND QAP



SECTION – I

MATERIAL REQUISITION (MR)



MATERIAL REQUISITION

PROJECT: PROCUREMENT OF GI PIPES FOR CGD PROJECT AT KOTA GA.

Client : Rajasthan State Limited (RSGL)

Item : Powder Coated GI Pipes

Scope of Supply:

This tender deals with supply of Powder Coated GI Pipes for RSGL at Kota on annual rate contract (ARC) basis. The ARC shall be valid for a period of 1 years from the date of FOA.

The Scope includes manufacturing & supply of GI Pipes on FOT site/ warehouse basis conforming to IS: 1239-Heavy (latest edition) specifications and Meeting other technical requirements as specified in bid document (as per MR). The scope also includes powder coating of GI Pipes. The scope also includes getting approvals from Purchaser /Consultant for documents, procurement of raw material, manufacturing, testing & Inspection, packing, forwarding & transportation, unloading and stacking of all GI pipes to the designated warehouse/Storage yard, as per tender terms & conditions.

Description				Quantity (Meter)
GI Pipes with Powder coating of size, schedule and specifications indicated below:				
Pipe shell confirm IS: 13879 (Part-1) Heavy duty, continuous Welded with Min. Tensile strength of 32.63 Kgf/mm ² and Galvanized protective coating to protect from Corrosion as per IS:4736/ ASTM A53 or by Electro galvanizing with plain end of following sizes as per technical specifications of this tender.				
Size (Inch)	Schedule	Ends	Type	
1/2"	Heavy	Plain	Galvanized	54000
3/4"	Heavy	Plain	Galvanized	15000
1"	Heavy	Plain	Galvanized	4800

Note:

1. Bidder has to quote for full quantity against each quoted SOR item(s), else bidder's offer shall not be considered for evaluation.
2. Pipe Inspection shall be carried out as per applicable code & approved QAP by Owner / Owner's representative
3. Owner reserves the right to increase/decrease the quantities at various locations as per location specific requirement
4. Manufacturing of GI Pipe as Per latest IS 1239 (Part 1), Galvanizing process as Per Latest IS : 4736 and Powder Coating as per Latest IS 13871 shall be followed.

2. Quality Assurance/ Quality Control

Bidder shall include in his offer the Quality Assurance Plan containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance plan shall be prepared by the Bidder for the execution of contract for various works, which will be mutually discussed and agreed to. The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

Quality Assurance System plans/ procedures of the Bidder shall be furnished in the form of



a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Inspection, Testing and Commissioning. The quality assurance system should indicate organizational approach of quality control and quality assurance of at all stages of work at manufacture's works and dispatch of materials.

3. Make of Materials

The raw materials required to be procured by the Bidder for completing supply under this contract shall be procured only prior approval of Owner/ Owner's representative before placing order and for this complete detail/ information shall furnish to Owner/ Consultant well in advance.

Other requirements in respect of supply shall be as follows:-

The manufacturer shall be required to establish and maintain quality assurance system in accordance with ISO: 9001 or equivalent. RSGL reserve the right to audit manufacturer's quality system.

4. Work associated with Ware House / Storage Yards

Bidder will be responsible for making suitable arrangements for unloading & stacking of Powder Coated GI pipes at Storage yard/warehouse.

Bidder(s) shall be required for stacking/storing of specified quantity of Powder Coated GI pipes to the designated Storage/Warehouse of RSGL.

The Powder Coated GI pipes within the Ware House may be stacked by placing them on ridges of sand free from stones and covered with a plastic film or on wooden supports provided with suitable cover. Supply of sand and other materials shall be in Bidder's scope. This cover may consist of dry, germ free straw with a plastic film, otherwise foam rubber shall be used. The support shall be spaced in such a manner as to avoid permanent bending of the pipes. The Powder Coated GI pipe stacks shall consist of limited number of layers so that overstressing & deformation of the pipe is avoided. Each section shall be separated by means of spacers suitably spaced for this purpose.



TECHNICAL SPECIFICATION FOR GI PIPES (with Powder Coating)

TECHNICAL SPECIFICATION FOR GI PIPES

SCOPE: This specification covers the requirements for Powder Coated GI Pipes for providing the Piped Natural Gas connections. Unless modified by this specification, requirement of IS 13871 (Part -1), Heavy Duty, shall be valid. The material should also meet the Technical Standards / Specifications notified by Petroleum Natural Gas Regulatory Board (PNGRB)

Service	:	Natural Gas Working
Pressure	:	Up to 7 bar (g)
Test Pressure	:	10.5 bar (g)
Working Temperature	:	0°C to 50°C
Material Description	:	IS:1239 (Part-I) Heavy Duty, Continuous Welded
Min. Tensile Strength	:	32.63 kgf/sq.mm
Min. Elongation	:	6%
Tolerance	:	+ Not limited, - 10%
Protective Coating	:	Galvanised uniformly to protect from corrosion as per IS:4736 /ASTM A53 or by Electro Galvanising
Ends of Pipes	:	Plain End
Inspection	:	100% Pressure Testing shall be carried out at factory

1.0 GENERAL NOTES

- All pipes and their dimensions, tolerance, chemical composition, physical properties, heat treatment, hydro test and other testing and marking shall conform to the codes and standards
- b) Material test certificates (physical property chemical composition & heat treatment report) shall also be furnished for the pipes supplied.
- Pipe shall be supplied in random lengths of 6 to 7 meters only. The dimensions and nominal mass of tubes shall be in accordance with Table 3, 4 & 5 subject to the tolerances permitted in CL 8.1 and 9 of IS 1239 (Part -1)
- Galvanized pipes shall be coated with zinc by hot Dip process conforming to IS:4736 / ASTM A53 or by electro galvanizing.
- Zinc conforming to any grade specified in IS 13229-1991 with latest amendment shall be used for the purpose of galvanizing
- Galvanizing bath** : The molten metal in the galvanizing bath shall contain not less than 98.5 % by mass of zinc.
- Mass of zinc coating** : Minimum mass of zinc coating determined as per IS :6745 shall be 360 gms/m².

- h) **Uniformity of galvanized coating** : The galvanized coating when determined on a 100mm long test piece in accordance with IS 2633 : 1986 with latest amendments shall withstand 5 one minute dips
- i) **Freedom from defect** : The zinc coating on internal and external surfaces shall be uniform adhered reasonably smooth and free from such imperfection as flux, ash and drop inclusion , bare patches, black spots, lumpiness runs , rust stains, bulky white deposits and blisters. Rejection and acceptance of these defects shall be in accordance with Appendix A of IS 2629: 1985 with latest amendments.

j) **Powder Coating**

The GI pipe shall be provided YELLOW coloured protective coatings by applying a polyester powder coating over hot dip galvanized pipe as per the standard powder coating procedures

2.0 MARKING AND DESPATCH

- a) All pipes shall be marked in accordance with the applicable codes, standards and specifications
- b) Paint or ink for marking shall not contain any harmful metal or metallic salts, such as zinc lead or copper which causes corrosive attack in heat.
- c) Pipes shall be dry, clean and free from moisture, dirt and loose foreign materials of any kind.
- d) Pipes shall be protected from rust, corrosion and mechanical damage during transportation, shipment and storage.
- e) Both ends of the pipe shall be protected with the following material. Plain End : Plastic Cap Bevel End : Wood, Metal or Plastic Cover Threaded End : Metal or Plastic Threaded Cap
- f) Steel end protectors to be used on galvanized pipes, shall be galvanized.
- g) "RSGL" logo shall be marked / embossed on the pipes.

3.0 SPECIFICATION FOR PURE POLYESTER POWDER COATING OF GI PIPES

This Specification specifies the requirements for powder coating (Pure Polyester) of GI Pipes suitable to use for carrying Natural Gas directly exposed to sunlight.

Specification For Powder coating:

Powder material	: Pure Polyester
Application	: Electrostatic Spraying (40 & 90 Kv, Manual / Automatic)
Baking Schedule	: 180° C to 200°C for 10 Minutes (Metal Temperature)
Coating Thickness	: 50-60 Microns (For GI Pipes) 70-80 Microns (For ERW Pipes (Heavy Class)*)

* ERW pipes are generally obtained from the manufacturers with a protective layer like a varnish applied on the pipe, to prevent corrosion. In order to obtain a proper application of pure polyester powder coating on the ERW pipes, the varnish has to be removed by use of a suitable method approved by RSGL.

**TESTING:**

Film Type	:	Glossy / Satin
Gloss 60°	:	86 & 95% (ASTM D-523- 60)
Cross Hatch Adhesion	:	GT = 0/100. (ASTM D-5870)
Cylindrical bending Test	:	Passes. (ASTM D-522) 5 mm rod dia.
Enrichsen cupping (minimum)	:	8 Passes
Pencil Hardness (minimum)	:	2H
Scratch Resistance	:	3 (Kg. Min)
Impact Resistance	:	Direct – 150
Kg. Min (ASTM D-2794)	:	Indirect – 150
Salt Spray Resistance	:	1000 hours (minimum). (ASTM B-117)
Porosity	:	Passes.
(DIN -53161)		
Humidity Resistance	:	1000 hours (minimum).
(ASTM D-2247)		
Weathering	:	60 – 70%
Gloss retention after 1000 hours		
(Sun test with water immersion,		
Xenon 150 K.lux)		
Color	:	YELLOW

Bidder should use powder of reputed manufacturers only (like Berger, Southfield, etc.) and the same should be approved by RSGL prior to commencement of the powder coating activity

4.0 INSPECTION / DOCUMENTS

- a) Inspection shall be carried out as per Technical Specification and Inspection Plan / QAP.
- b) RSGL representative or Third Party Inspection agency appointed by RSGL shall carry out stage wise Inspection during manufacturing / final Inspection.
- c) Vendor shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test / inspection reports as per Technical Specification and specified code for 100% material, at the time of final inspection of each supply lot of material.
- d) Even after third party inspection, RSGL reserves the right to Select a sample of tubes randomly from each manufacturing batch and have these independently tested. Should the results of these tests fall outside the limits specified in Technical specification, then RSGL reserves the rights to reject all production supplied from the batch.
- e) For any control test the date and place of inspection shall be provided by the vendor in writing to the Owner /Owner representative along with Production Schedule.

5.0 PACKING

Packing size to be mentioned to ensure uniformity in delivery condition of the material being procured. Bidder shall submit the packaging details during QAP and also compiled with at the time delivery.



QUALITY ASSURANCE PLAN FOR GI PIPES POWDER COATED CONF. TO IS:1239 (PART- I)/2004 & IS:13871-1993

CLIENT : RAJASTHAN STATE GAS LIMITED PROJECT : CNG & CITY GAS DISTRIBUTION AT KOTA- RAJASTHAN TENDER NO. :							ITEM : ERW GALVANIZED PIPES POWDER COATED CONF. TO IS:1239(PART-I) 2004 & IS:13871-1993. INSPECTION CATEGORY : FINAL			QAP NO. : REV. NO. : DATE : PAGE : 1 OF 2		
S. NO.	COMPONENT \ OPERATION		CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTOM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	INSPECTION BY		REMARKS
										VENDOR	TPIA/ RSGL	
1	2		3	4	5	6	7	8	9	10	11	12
1.1	RAW MATERIAL HR COIL	1	Chemical Composition	Major	Chem. Analysis (Max.) C-O 20% Mn-1.30% S&P-0.040%	One Sample Per heat/cast	ISO:10748 & IS:1239 & PTS	IS:1239(PART -I) / PTS	MTR	P	R	MTC Reviewed by TPI
		2	Physical Properties (T.S,Y.S ELONGATIION) %	Major	Mech. Test	-do-	-do-	-do-	-do-	P	R	Physical Properties (T.S,Y.S % ELONGATIION)
		3	Dimensions (Thickness & Width)	Major	Dimension al	100%	-do-	-do-	-do-	P	R	
		4	Visual	Major	Visual	100%	-do-	-do-	-do-	P	R	
2	In Process MS Tubes	1	Dimensions Diameter Thickness Length, Weight Surface Finish & End Preparation	Major -do- -do- -do- -do-	Dimension al -do- -do- -do- -do- Visual	One Hour Production -do- -do- -do- -do-	IS : 1239 -do- -do- -do- -do-	-do- -do- -do- -do- -do-	MTR -do- -do- -do- -do-	P	R	
		2	Physical Properties Bend Test Tensile Strength	Major -do-	Mech. Test -do-	Two Sample Per shift	-do- -do-	-do- -do-	-do- -do-	P -do-	R	
		3	Pressure/Leak Test	Critical	Hydraulic	100%	-do-	-do-	-do-	P	R	
		4	End Facing	Major	Visual	100%	-do-	-do-	P	R	R	
		5	Galvanizing Test Zinc Coating Uniformity Adhesion Test	Major Major Major	Galv. Test -do- -do-	2 Sample / Shift	IS:4736 -do- -do-	IS:4736 IS:2633 -do-	MTR	P	R	
		6	Marking	Major	Visual	Each Pipe	IS:1239	IS:1239		P	R	
		7	Performance of Instruments	Major	Calibration	Each Instrument	IS:1239	IS:1239	Calibration Certificate	P	R	
3	Powder Coating Test	1	Salt Spray Resistance	Major	Visual	1000hrs (min)	IS:13871	IS:13871	MTR	P	R	
		2	Porosity	Major	Visual	.....	IS:13871	IS:13871	MTR	P	R	
		3	Humidity Resistance	Major	Visual	1000hrs (min)	IS:13871	IS:13871	MTR	P	R	
		4	Weathering Gloss Resistance After 1000hrs(Sun Test With water Impression , Xenon 150 K lux)	Major	Visual	60-70%	IS:13871	IS:13871	MTR	P	R	
		5	Colour	Major	Visual	Canary Yellow	IS:13871	IS:13871	MTR	P	R	
4	Final Inspection	1	Dimensional	Critical	Measurment And Visual	IS:4711	IS:1239	IS:1239	Dim. Inspection Report	P	W	



INSPECTION REPORT
FOR THE SUPPLY OF

	2	Physical Properties (Tensile, % elongation & Bend Test as Applicable)	Critical	Mechanica I	One Sample Per Heat	-do-	-do-	Physical Inspection Report	P	W	
	3	Leak Test (Hydraulic Test)	Critical	Pressure	100% by MFR & 5% by TPI	-do-	-do-	Hydro Inspection Report	P	R	
	4	End Facing	Major	Visual	As per IS:4711	-do-	-do-	.	P	R	
	5	Mass of Zinc Coating , uniformity & Adhesion Test	Major	Galv. Test	As per IS:4736	IS:4736	IS:4736	Galv. Inspection report	P	W	
	6	Visual Inspection	Major	Visual	100% by MFR & 10% by TPI	IS:1239	IS:1239	.....	P	W	
	Powder Coating Test										
	7	Gloss 60°	Major	Visual	As per IS :4711/ IS:13871	IS :13871	IS :13871	MTR.	P	W	
		Cross Hatch Adhesion	Major	Visual	AS Per IS:13871	IS :13871	IS :13871	MTR.	P	W	
		Cylindrical Bending Test	Major	Visual	AS Per IS:13871	IS :13871	IS :13871	MTR.	P	W	
		Enrichsen Cupping	Major	Visual	AS Per IS:13871	IS :13871	IS :13871	MTR.	P	W	
		Pencil Hardness	Major	Visual	AS Per IS:13871	IS :13871	IS :13871	MTR.	P	W	
		Scratch Resistance	Major	Visual	AS Per IS:13871	IS :13871	IS :13871	MTR.	P	W	
		Impact Resistance	Major	Visual	AS Per IS:13871	IS :13871	IS :13871	MTR.	P	W	
	8	Identification & Marking	Major	Visual	IS:4711	IS:1239/PTS	IS:1239/PTS	.....	P	W	
	9	Workmanship	Major	-do-	-do-	IS :1239	IS :1239	.....	P	R	
	10	Performance of Instruments	Major	Calibrations	Each Instruments	IS :1239	IS :1239/PTS	Calibration Certificate	P	R	
	11	Inspection Release Note & Documents	Major	Documents	-	As per PO & Spec.	As per PO & Spec.	IRN		ISSUED	EACH PIPES ARE STANADRD
LEGENDS:		H-HOLD	P-PERFORMANCE		R-REVIEW	W-WITNESS	TC-TEST CERTIFICATE	MTR-MANUFACTURER TEST REPORT	TPIA- THIRD PARTY INSPECTION AGENCY		

1. The above testing and acceptance criteria are minimum requirements however manufacture shall ensure that the product shall also comply to the additional requirements as per Particular Technical Specification.
2. Owner/Owners respective including TPIA will have the right to inspect any activity of manufacturing at any stage.
3. All reference codes/standards, Documents shall be arranged by vendor/supplier for reference of TPIA/RSGL at the time of Inspection.
4. Only calibrated instrument are used for Inspection.
5. At the time of delivery material to RSGL /contractor / vendor shall submit copy of IRN, DCN



SECTION – VII

SCHEDULE OF RATES (SOR)

TENDER DOCUMENT REF. NO.-RSGL/KOTA//PROJ/C&P/2022-23/NIT-06 dated 29-08-2022

Name of Bidder:

The Scope includes manufacturing & supply of GI Pipes on FOT site/ warehouse basis conforming to IS: 1239- Heavy (latest edition) specifications and Meeting other technical requirements as specified in bid document (as per MR). The scope also includes powder coating of GI Pipes. The scope also includes getting approvals from Purchaser /Consultant for documents, procurement of raw material, manufacturing, testing & Inspection, packing, forwarding & transportation, unloading and stacking of all GI pipes to the designated warehouse/Storage yard, as per tender terms & conditions.

[illegible]

3	Pipe size NB (Inch): 1"	Meters	4800										
NOTE													
N-1	IN CASE OF INTRASTATE SUPPLY, RATE OF GST MENTIONED ABOVE SHALL BE DIVIDED INTO CGST & SGST/UTGST EQUALLY FOR EVALUATION AND ORDERING.												
N-2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the unpriced Price Schedule. Bidders to submit Price part of above Price schedule in their Priced Bid and Unpriced part												
N-3	Bidder shall furnish prices/details as above, in accordance with various clause of ITB/SCC												
N-4	Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected.												
N-5	Quoted prices are firm and fixed till complete execution of the entire order.												
N-6	Transportation charges & applicable GST to be quoted in "SOR-Transportation" sheet of Price schedule/ Schedule of Rates.												
N-7	Item-wise list & quantity for start-up & commissioning spares, if applicable, shall be furnished by the Bidder other than those already mentioned in MR . Start-up & commissioning spares, if applicable,												
N-8	Bidder confirms that he has noted the contents of the price schedule, price schedule, bid document, material requisition and quoted his prices accordingly without any deviation.												
BIDDER'S NAME :													
BIDDER'S SIGNATURE:													
COMPANY'S NAME:													
SEAL:													