



**RAJASTHAN STATE GAS LIMITED**

राजस्थान राज्य गैस लिमिटेड

**RAJASTHAN STATE GAS LIMITED**  
**(A JV of RSPCL and GAIL Gas Limited)**  
**3rd Floor, Khaniz Bhawan**  
**Tilak Marg C-Scheme**  
**Jaipur-300205**

INVITATION OF APPLICATION FOR HIRING ADVISORY/CONSULTANCY SERVICES FOR  
FORMULATION OF SHORT TO MEDIUM TERM BUSINESS PLAN FOR RAJASTHAN STATE  
GAS LIMITED

REF. NO.: RSGL/JPR/C&P/2024-25/NIT-10

DATE: 18-09-2024

**DUE DATE & TIME FOR SUBMISSION**  
**OF DOCUMENTS: 01-10-2024- 1400 HRS (IST)**



RAJASTHAN STATE GAS LIMITED

राजस्थान राज्य गैस लिमिटेड

**INVITATION OF APPLICATION**

1. This is a limited tender. Offer from only those vendors who have been invited to quote through separate mail/ fax/ letter, shall only be considered.
2. Bidders to note that this is Zero Deviation tender, therefore, offers must be submitted complete in all respect as per requirements of tender document. Bidder must submit documents in completeness as further query may not be raised

## INVITATION OF APPLICATION

Rajasthan state Gas Limited a State incorporated JV of RSPCL and GAIL Gas Limited having office at Khaniz Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, India, invites applications advisory/Consultancy for Formulation of Short to Medium Term Business Plan for Rajasthan State Gas Limited

The brief details are as under:

- 1. Completion period:** T+12 Weeks, (T is the date of the kick off Meeting) , In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 1.19 hereinafter or due to RSGL 's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 2. Terms of Payment:**

2.1 On submission and acceptance of draft report	40%.
2.2 On submission and acceptance of Corrected/ revised draft report by RSGL	20%
2.3 After approval of Final report by RSGL Board on single point responsibility basis	30 %
2.4 After Completion of work and closing of the Contract.	10 %
- 3. Bid Security:** Rs. 66,000/-
- 4. Contract Performance Bank Guarantee / Contract Performance Security:** 10% of Total Order / Contract value. 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.
- 5.** With reference to the above-mentioned subject matter, following documents are attached
  1. Annexure-1 : General information about the Service Provider in line with above.
  2. Annexure-2: Experience Criteria of the Service Provider in line with the above
  3. Annexure-3: Technical Evaluation Criteria
  4. Annexure-4: selection and Award Criteria
  5. Annexure-5: Scope of Work



6. Annexure-6 :Confirmation for not on 'Holiday'
7. Annexure-7: Price Bid/Schedule of Rates
8. Annexure-8: GCC

All interested Agencies may kindly submit their proposal under two bid system. Part-I-in line with the requirement from annexure-1-6) and Part-II - Price bid as per SOR vide Annexure-7 ( in another envelop separately) and both bid should be kept in one sealed envelope duly superscribing the top left corner as "Proposal for advisory/Consultancy services for Formulation of Short to Medium Term Business Plan for Rajasthan State Gas Limited" to Rajasthan state Gas Limited, Room no. 303, Khaniz Bhawan, tilak Marg C-scheme Jaipur-302005" with mention of requisite information in the attached Annexures & furnishing of required documents to DGM (C&P), RSGL at the following address:

DGM (C&P)  
Rajasthan State Gas Limited  
Khaniz Bhawan, Tilak Marg C- Scheme  
Jaipur-302005  
E-mail ID: [viveks.rsgl@rajasthan.gov.in](mailto:viveks.rsgl@rajasthan.gov.in)  
[Ph.-0141-2994081](tel:0141-2994081)

*Last date of receipt of application at RSGL, Jaipur Office is 01-10-2024/14:00hrs.*

Any addendum/Corrigendum to this Notice shall only be published on website of RSGL.

Rajasthan state Gas Limited reserves the right to reject any or all the proposals received at its discretion without assigning any reason whatsoever and Bidder is bound to accept such decision by RSGL

For & on Behalf of  
Rajasthan State Gas Limited

Vivek Shrivastava  
DGM(C&P)

**ANNEXURE-1**

**INFORMATIVE MATERIAL AND DOCUMENTS TO BE ATTACHED IN SUPPORT OF THE PROPOSALS**

S N o.	Head of items	Informative Data	Available / Not Available (Status) as Yes / No)	Attached as Annexur e (A, B, C....) (Yes / No)
1	Name & Address of the Company's / and Details of CEO / Company			
2	Communication Facilities Landline nos, Mobile No.: E-mail ID:			
3	Registration No. under Companies Act / others (Please mention)			
4	Exemption Certificate, if attached under Income Tax Act, 1961			
5	Pan No.:			
6	GST No.:			
7	Organization Structure of the Company/Organization (Please attach)			
8	No. of employees on the roll of Company /Organization in INDIA			

**ANNEXURE-2**

**EXPERIENCE**

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

**NOTE:** For Experience Criteria Copy of successful Completion/execution certificate by end user/owner/client having cross reference to the PO/WO/LOA to be submitted mentioning executed amount against the PO. All the submitted documents should be duly certified / attested by notary public with legible stamp

**ANNEXURE-3**

**EVALUATION CRITERIA**

Sl. No.	Description	Submission	Points Allotted	Points claimed	Points obtained	Remarks
1	Similar Experience of providing Business advisory/Consultancy in the Field of LNG/CNG/CBG/CBM/OTHER SIMILAR RENEWABLE PROJECTS	If working experience for 6 or more companies	20 Pts.			Self-attested copy of each contract/ work order and Experience certificate duly certified and attested by Chartered Engineer and Notarized
		If working experience for 3 to 5 Companies or more companies	15 Pts.			
		If working experience for 1 to 2 Companies or more companies	5 Pts.			
2	Number of Similar project in hand for providing Business advisory/Consultancy in the Field of LNG/CNG/CBG/CBM/OTHER SIMILAR RENEWABLE PROJECTS/ awarded during this financial year 2023-24	➤ Or = 2 nos.	10 Pts.			Self-attested copy of each contract/ work order
		> or =1 nos.	5 Pts.			
		< 1 nos.	0 Pts.			
3	Strength of the Key Manpower engaged in Business advisory/Consultancy in the	3 or more no. with experience more than	10 Pts.			Copy of Relevant

	Field of LNG/CNG/CBG/CBM/OTHER SIMILAR RENEWABLE PROJECT/CBM/OTHER SIMILAR RENEWABLE PROJECT	15 year				Certificate/ appointment letter/Salary slips
		2 or more no. with experience more than 15 year	7 Pts.			
		1 or more no. with experience more than 15 year	5 Pts..			
4	Association with PNGRB/MoPNG/GAIL(or its JVs/partners/subsidiaries) /Govt. of India (other Deptt.)/State Govt. for Similar Projects as above	At least two successful completion of the Projects	10 Pts.			Self-attested copy of each contract/ work order and Experience certificate duly certified and attested by Chartered Engineer and Notarized
		At least one successful completion of the Projects	5 Pts.			
5	Details of Certification :ISO27001:2013 (or the latest revised/updated standard) ISO9001:2015/20000:2018 (or the latest revised/updated standard)/ISO 140001	Any one from the same	10 Pts.			Self Attested Copy of the Certificate
6	Presentation on Approach & Methodology 1. Understanding of RSGL requirement and proposed interventions. 2. Approach , Strategy formulation and Roadmap for Delivery in line with the Scope of work with	The bidders will be asked for presentation on how to perform the expected tasks.	40 points.	Not to be filled as of now		Will be asked from those bidders who obtain 40 marks out of 60 from the above- mentioned criteria(column Sl.



	<p>PTR/Case studies with special emphasis on Implementing Capability at RSGL for Suggested Ideas.</p> <p>3. Convincing about Value potential of the presented Ideas</p>						No. 1 to 5).
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**ANNEXURE-4**

**SELECTION AND AWARD CRITERIA OF THE PROPOSAL**

- A) The final bidder will be selected through QCBS (Quality and Cost Based Selection) method. For QCBS, technical and financial score will be in proportion of 60:40.
- B) Financial Bids of only those bidders whose Technical Score (including points scored in Interaction stage) is more than 60 shall be opened. A final combined score will be arrived at by applying above mentioned relative weightage to the score of technical criteria & score of financial bid.
- C) RSGL will award the Job whose quotation has been determined to be substantially responsive and with the highest marks/Score/rank (H1) i.e., highest total of evaluation marks on the basis of QCBS shall be deemed as the successful bidder .
- D) In case of tie i.e., same score for two or more firms the successful bidder will be decided on the basis of the highest marks scored by vendor in Sr. no.2, failing which Sr. No. 3, failing which Sr. no. 4, failing which Sr. no. 5, Failing which, marks obtained during presentation by the bidder. rows of criteria of technical bid evaluation. If all these criteria also result in tie, the turnover criteria shall be used
- E) Example of QCBS is given below

Bidder	Technical Score (Assumed) = X	Financial Bid (Assumed) = Y	Financial Score (L*100/Y) = Z	Total Score (X*0.60 + Z*0.40)
A	90	7	85.71	88.28
B	80	7	85.71	82.28
C	60	6 (L)	100	76

**ANNEXURE-5**  
**SCOPE OF WORK**

The broad scope of work involves :

1. The primary objective is to assist RSGL in expanding its current gas business into new and sustainable energy sectors beyond CGD. The consultants will provide comprehensive advice, analysis, and strategic recommendations to ensure successful diversification within the financial capabilities of RSGL.
2. The consultant shall study the existing business operations of RSGL including geographical locations, governance and organization structure.
3. Review the existing business operation modules and access the available infrastructure to meet the growth opportunities available in the market.
4. Develop an expansive list of opportunities beyond CGD for RSGL including but not limited to the following Sectors:
  - 4.1 Compressed biogas (CBG)
  - 4.2 LNG stations
  - 4.3 SSLNG
  - 4.4 Coal Bed Methane (CBM)
  - 4.5 Solar Rooftops
  - 4.6 Green hydrogen
  - 4.7 EV charging
  - 4.8 Other Bio Fuels
  - 4.9 Any Viable Mix of above.
5. **MARKET ANALYSIS AND FEASIBILITY STUDIES**
  - 5.1 Conduct market analysis for above list and provide details on the potential opportunities.
  - 5.2 Assess the feasibility of diversification into above sectors, including size of the market, future growth potential, trends, competitive landscape, investment needed, market segments, revenue potential, RoI, requisite capability development including upskilling, partnerships Model, Taxation Aspects etc.

And other relevant parameters

- 5.3 Identify the likely customers including type-bulk/retail, use-direct/derived products, name/region, cost etc.
- 5.4 Price sensitive demand (at least 3 scenarios) in above identified sectors.
- 5.5 Develop business case for each of the sector for diversification and Prioritization of 2-3 growth opportunities and development.
- 5.6 Understand and highlight the various assumptions of the company future business plan and its impact on Company's Plan of setting up any additional infrastructure/Projects in the authorized Geographical areas.
- 5.7 Prepare a detailed SWOT (Strength, Weakness, Opportunities & Threat) analysis of RSGL (considering current businesses and future business opportunities) to capture overall aspiration in terms of financial positioning, customer base and markets covered.

6. REGULATORY AND POLICY ANALYSIS

- 6.1 Review existing regulations and policies relevant to above identified sectors.
- 6.2 State and Central Government Policies, initiatives, incentives to support development of above identified sectors
- 6.3 Regulatory and policy compliance report and Advise on compliance and necessary regulatory approvals. for above identified sectors

7. STRATEGIC PLANNING

- 7.1 Develop a detailed strategic plan for diversification.
- 7.2 Provide a roadmap for implementation (short, medium and long term). The roadmap will include Go-to market strategy for each of these business areas.
- 7.3 Define value proposition to the stakeholders for each of the shortlisted option.

- 7.4 Define the competitive advantage that RSGL can have in the shortlisted business options
- 7.5 Identify synergies that can be drawn from current organization to the identified options
- 7.6 Identify role of alliances and partnerships in shortlisted options.
- 7.7 For the shortlisted opportunities, formulate business plan based on High level financial model including PPP Model, Debt Equity ratio etc. for the shortlisted opportunities.
- 7.8 Sensitivity analysis for different scenarios:

8. RISK ASSESSMENT , AND MITIGATION MEASURES

- 8.1 Identify potential risks along with mitigation measures associated with implementing diversification strategy and develop extensive risk mitigation plan o Investment risks.
- 8.2 Market risks and mitigation measures.
- 8.3 Reputation risk and mitigation measures

9. DELIVERABLES :The consultants are expected to deliver the following:

- 9.1 Comprehensive market analysis and feasibility Reports For the above opportunities.
- 9.2 Formulate business plan based on High level financial model including PPP Model, Debt Equity ratio etc for the above opportunities.
- 9.3 Sensitivity analysis for different scenarios.
- 9.4 Prepare an overall business plan till 2030 (projected balance sheet, profit & loss at the EBITDA level, and cash flow statements.
- 9.5 Prioritization of 2-3 growth opportunities and development of 5-year business plan across the shortlisted opportunities (core growth and diversification opportunities)

covering revenue potential, RoI, investments required, requisite capability development including upskilling, partnerships etc.

- 9.6 Define implementation roadmap for shortlisted opportunities (short, medium and long term)
- 9.7 Define monitoring framework for the finalized strategic initiatives.
- 9.8 Provide post Delivery support relating to above matters.
10. The Scope of work mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid scope of work , which upon being brought to the notice of RSGL will also form an integral and mandatory part of the Scope of work.

**ANNEXURE-6**

**(To be Provided on company's Letter head)**

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

To,

M/s. Rajasthan state Gas Limited  
Tender no:

Dear Sir,

We hereby confirm that we are not blacklisted/ banned/ put on Holiday list by M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector 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 M/s GAIL India Limited/M/s GAIL Gas Limited/M/s Rajasthan State Gas limited

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation

**ANNEXURE-7****RAJASTHAN STATE GAS LIMITED****SCHEDULE OF RATES (SOR)****INVITATION OF APPLICATION FOR HIRING ADVISORY/CONSULTANCY SERVICES FOR FORMULATION OF SHORT TO MEDIUM TERM BUSINESS PLAN FOR RAJASTHAN STATE GAS LIMITED**

REF. NO.: RSGL/JPR/C&amp;P/2024-25/NIT-10 DATE: 16-09-2024

SOR Item No.	Description of item	Unit	Qty (A)	HSN CODE	Unit Rate including of all incidental costs but excluding GST applicable on it in INR (B)	GST (CGST and SGST/UTGST or IGST)		Unit Price including all taxes & duties in INR D= B+C	Total Price including all taxes & duties in INR E=D X A
						%	INR/UNIT (C)		
1	Professional Charges for undertaking the scope as defined in the RFQ documents and Annexure-5 of Scope of work i.e. advisory/Consultancy services for Formulation of Short to Medium Term Business Plan for Rajasthan State Gas Limited and approval of its Board on single point responsibility basis	LUMP SUM	1						
2	Charges towards visiting RSGL Jaipur/other Office, including fare, Boarding, Lodging, accommodation, Food & local transport. (Shall be counted from the day of arrival at RSGL Office up to the day of Departure from RSGL Office.)	Per Person /Day	10						



<b>Total amount including of all taxes and duties (In INR)</b>									
<b>Total amount including of all taxes and duties (In INR) in words</b>									
N-1	<b>SOR No.2- The Part duration of the day shall be considered as one day.</b>								
N-2	<b>Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the unpriced Price Schedule. Bidders to submit Price part of above Price schedule in their Priced Bid only</b>								
N-3	<b>Bidder shall furnish prices/details as above, in accordance with various clause of RFQ.</b>								
N-4	<b>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.</b>								
N-5	<b>Quoted prices are firm and fixed till complete execution/completion of the entire order defined in the RFQ/tender document</b>								
N-6	<b>Bidder confirms that he has noted the contents of the price schedule, bid document, requirements and quoted his prices accordingly without any deviation.</b>								
<b>BIDDER'S NAME :</b>									
<b>BIDDER'S SIGNATURE:</b>									
<b>COMPANY'S NAME:</b>									
<b>SEAL:</b>									

**ANNEXURE--8**

**General Conditions of Contract-Services (to be read in conjunction with other sections of the bid documents)**

ARTICLE 1.1: DEFINITIONS AND INTERPRETATIONS

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

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

**Rajasthan State Gas Limited /OWNER** shall mean RSGL

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

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

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

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

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

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

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

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

ARTICLE 1.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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

professional standards.

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

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

#### ARTICLE 1.3: RSGL 'S REPRESENTATIVE

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

#### ARTICLE 1.4: CONSULTANT'S REPRESENTATIVE

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

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

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

#### ARTICLE 1.5: PAYMENT TERMS-As specified above

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

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

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

#### ARTICLE 1.6: PERFORMANCE GUARANTEE

1.6.1 Consultant shall submit to RSGL an unconditional, irrevocable and on first demand guarantee

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

The value of Contract Performance Guarantee shall be 10 % of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

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

ARTICLE 1.7: CONFIDENTIALITY

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

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

ARTICLE 1.8: TAXES AND DUTIES

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

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

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

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

ARTICLE 1.9: RESOLUTION OF DISPUTES /ARBITRATION

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

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

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

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

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

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

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

ARTICLE 1.10: LEGAL CONSTRUCTION

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

ARTICLE 1.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

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

ARTICLE 1.12: PRICE REDUCTION SCHEDULE (PRS)

- 1.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 1.19 hereinafter or due to RSGL 's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 1.12.2 RSGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and RSGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which RSGL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of RSGL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 1.13: ASSIGNMENT

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

ARTICLE 1.14: INDUSTRIAL AND INTELLECTUALPROPERTY

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

ARTICLE 1.15: LIABILITIES

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

ARTICLE 1.16: TERMINATION OF CONTRACT

- 1.16.1 Termination for Default

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

1.16.2 Termination for Insolvency

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

1.16.3 Termination for convenience

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

ARTICLE 1.17: MODIFICATION

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

ARTICLE 1.18: CONTRACT/AGREEMENT

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

ARTICLE 1.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

CONSULTANT shall advise RSGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, RSGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 1.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither RSGL



nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

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

ARTICLE – 1.20: Rectification Period

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

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

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

ARTICLE – 1.21: Sub Contract

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

ARTICLE – 1.22: Notices

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

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

ARTICLE – 1.23: Acquisition of Data

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



