

EXPRESSION OF INTEREST

For

**Selection of Financial Consultant or
Consultancy Firm/Institution/Company**

Directorate of Petroleum

Government of Rajasthan

401, Khanij Bhawan, Tilak Marg,

C-Scheme, Jaipur

Pin - 302005 (Raj.)

Phone 0141-2227479/2227405

Fax No. 0141-2227479

e-mail:dir.petro@rajasthan.gov.in

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I. Notice Inviting Bids (NIB)

**MINES & PETROLEUM DEPARTMENT
GOVERNMENT OF RAJASTHAN
Secretariat, Jaipur
Phone : 0141-2227210, 2227217**

Ref.No.:F.18(12)Mines/Gr.1/2005/pt.

Dated: 29.12.2014

Short Term Notice Inviting Expression of Interest

**Expression of Interest for Selection of Financial Consultant or
Consultancy Firm/Institution/Company**

Government of Rajasthan has entered into Memorandum of Understanding (MoU) & Joint Venture Agreement (JVA) with HPCL for establishment of 9 MMTPA Refinery cum Petrochemical Complex at Barmer, as per the configuration designed by Engineers India Ltd. (EIL) in its Feasibility Report. The HPCL & GoR have the equity contribution to the order of 74:26 in the project.

Based on the Financial Appraisal Study Report (FAR) of SBI Caps and Economic Impact Study Report of National Council Applied Economic Research (NCAER), incentives in terms of Interest-free Loan for 15 years have been considered to provide by GoR to HPCL for meeting the viability gap of threshold IRR of 15%.

Expression of Interest is invited from reputed Financial Consultant or Consultancy Firms/Institution/Company, who is well versed in Oil, Gas & Refining Sector and Project funding related with Refinery & Petrochemical Complex and allied areas to evaluate & validate the basis of above Study Reports of SBI Caps & NCAER and amount of incentives proposed thereof.

Price of Bid Document is Rs. 1000/- and Bid Security is Rs. 20,000/- which shall be in form of Demand Draft from any Nationalized / Scheduled Bank, having branch in Jaipur, payable in the favor of "Director Petroleum, Government of Rajasthan" at Jaipur.

The Bidding document can also be downloaded from the website www.petroleum.rajasthan.gov.in. The proposal can be submitted latest by 09th January , 2015 till 5.00 p.m. on following address:

**Director Petroleum
Directorate of Petroleum
Government of Rajasthan**
401, Khanij Bhawan, Tilak Marg,
C-Scheme, Jaipur
Pin - 302005 (Raj.)
Phone 0141-2227479/2227405
Fax No. 0141-2227479
e-mail:dir.petro@rajasthan.gov.in

(V. P. Singh)
Joint Secretary to the Government

SCHEDULE OF BID PROCESS

Event Description	Scheduled Date/Time
Release of EOI Advertisement	29.12.2014
Last Date and Time for Receipt of Application to Director Petroleum, Government of Rajasthan for Purchase of EOI, Document/Issuance of EOI Document	09.01.2015 (5.00 PM)
Due Date & Time of Opening Bids (Outer Envelope and Envelope 1)	12.01.2015 (3.00 PM)
Date of Opening of Envelope 2 (Financial Proposal)	15.01.2014 (3.00 PM) amongst the Technically Qualified Applicants to whom intimation shall be sent over phone/fax/ email.
Price of Bid Document <i>(DD should be drawn in favour of "Director Petroleum, Government of Rajasthan" from any Nationalized/Scheduled Bank payable at Jaipur)</i>	Rs. 1000/-
Bid Security <i>(DD should be drawn in favour of "Director Petroleum, Government of Rajasthan" from any Nationalized/Scheduled Bank payable at Jaipur)</i>	Rs. 20,000/- or 5% of the Bid Amount

LETTER OF INVITATION

To

Gentlemen,

1.1 Department of Mines & Petroleum, Government of Rajasthan intends to seek the services of Financial Consultant or Consultancy Firm/Institution/Company who is well versed in Oil, Gas & Refining Sector and Project funding related with Refinery & Petrochemical Complex and allied areas to evaluate & validate the basis of Study Reports of SBI Caps & NCAER and amount of incentives proposed thereof. More details on the services required are provided in the Terms of Reference (TOR) of this Request for Proposal (EOI)

1.2 Proposal submissions must be received not later than the due date specified in the "**Schedule of Bid Process**" in the manner specified in the EOI document at the address given below.

Director Petroleum
Directorate of Petroleum
Government of Rajasthan
401, Khanij Bhawan, Tilak Marg,
C-Scheme, Jaipur
Pin - 302005 (Raj.)
Phone 0141-2227479/2227405
Fax No. 0141-2227479
e-mail:dir.petro@rajasthan.gov.in

1.3 This EOI has following sections:

Section	Description
I	Notice Inviting Bids (NIB)
II	Instruction to Bidders (ITB)
III	Bid Data Sheet (BDS)
IV	Qualification and Evaluation criteria
V	Bidding Forms
VI	Conditions of Contract
VII	Annexure A to D in compliance of FD Circular NO.3/2013 dated 4.2.2013

1.4 **Scope of Consultancy Services and Terms of Reference** :

Huge reserves of crude oil have been discovered in western part of Rajasthan. As per the latest estimates of M/s Cairn India Ltd., Barmer-Sanchore basin has resource potential of 6.5 billion barrels of oil equivalent (i.e. about 900 Million Tonnes). The Rajasthan State also have substantial reserves of heavy oil, bitumen, natural gas and lignite. However, the maximum benefits of the discovery of hydrocarbons can accrue to the people of Rajasthan only through value addition. Government of Rajasthan has entered into Memorandum of Understanding (MoU) & Joint Venture Agreement (JVA) with HPCL for establishment of 9 MMTPA Refinery cum Petrochemical Complex at Barmer, as per the configuration designed by Engineers India Ltd. (EIL) in its Feasibility Report. The HPCL & GoR have the equity contribution to the order of 74:26 in the project. Based on the Financial Appraisal Study Report (FAR) of SBI Caps and Economic Impact Study Report of National Council Applied Economic Research (NCAER), Incentives in terms of Interest-free Loan for 15 years has been considered to provide by GoR to HPCL for meeting the viability gap of threshold IRR of 15%.

Terms of Reference :

Financial Consultant or Consultancy Firm/Institution/Company, thus appointed, shall carry out the following scope of work in consultation with Finance Department, GoR and Directorate of Petroleum, Department of Mines & Petroleum GoR. The Terms of Reference are as under :

S.No.	Terms of Reference
(i)	To make an assessment of financial viability of the Refinery cum Petrochemical Project;
(ii)	To recommend minimum quantum of support in the form of interest free loan and its period if required to be given by GoR for making it financially viable;
(iii)	To suggest to GoR an optimum financial model for setting up the Project;
(iv)	To assess reasonableness of the consequential economic impact made from the Project.

1.5 **Time Period** : The Period for the submission of final report is considered as maximum three months from the effective date of award of consultancy services.

1.6 **Deliverables** : In pursuance of the assignment, the Consultant shall submit to the Department the following reports at such intervals as set out in the table below:

<i>S. No.</i>	<i>Report</i>	<i>Timeline</i>
1.	<i>Monthly Progress Report</i>	<i>At the end of every month, consultant would submit monthly progress report giving details of all the activities undertaken during the month.</i>
2.	<i>Draft Report</i>	<i>Financial Consultant or Consultancy Firm/Institution/ Company shall submit its draft report in duplicate within 2 months from the date of award of job work for the vetting by Mines & Petroleum Department & Finance Department, GoR.</i>
3.	<i>Final Report</i>	<i>The Final report is required to be submitted in next one month. The Period for the submission of final report is considered as maximum three months from the effective date of award of consultancy services.</i>

1.7 **Payment to the Consultant** :

The lump sum remuneration (price quote) of the firm in Indian Rupee that will be inclusive of all taxes and all activities related with work mentioned in ToR and also the expenses incurred for preparation of the report, stay & travelling charges when visits are made at any place decided by the consultant & GoR as and when required for consultation.

1.8 The Technical Proposals would be evaluated based on the qualification criteria set forth in the EOI. Applicants not meeting the minimum eligibility criteria in the technical proposal will be deemed to be disqualified and will be excluded from further evaluation of their Bid. No correspondence or representation will be entertained and the Department's decision will be final in this regard. Financial Proposals of only those firms, who's Technical Proposals qualify, will be opened and evaluated.

1.9 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the applicant must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.

1.10 The Department shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and of Proposals, including costs and expenses related to preparation of sample Creatives/ Presentation / Proposal. The Department reserves the rights to cancel, terminate, change or modify this procurement / Proposal Process and / or requirements of proposal stated in the EOI, without assigning any reason or providing any notice and without accepting any liability for the same.

1.11 The proposal shall be valid for a period of not less than 180 days from the Bid Opening Date. In exceptional circumstances, prior to the expiry of the original proposal validity period, The Department may request the firms to extend the period of Validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their submitted proposals.

Dated:

For Directorate of Petroleum,
Government of Rajasthan

Sd/-
Director Petroleum

**Background Details of
The Refinery-cum-Petrochemical Complex
at Barmer, Rajasthan Project**

BACKGROUND DETAILS OF THE PROJECT

- ◆ Looking to the present crude production to the order of 9 million tonnes per annum from Barmer, HPCL Board finalized to setup 9 MMTPA Refinery cum Petrochemical Complex at Barmer Rajasthan in Joint Venture with the State Government.
- ◆ An MoU for 9 MMTPA capacity refinery cum petrochemical complex was signed on 14.03.2013 between the State Government and HPCL. In pursuance of MoU, a JV Agreement signed on 11.07.2013 between HPCL & State Government.
- ◆ The Refinery configuration & Project IRR as per the Project Feasibility Report of Engineers India Ltd and Financial Appraisal Report of SBI Caps for HPCL is as follows:

Case 1: Refinery alone ;

Case 2: Refinery + Polypropylene only

Case 3: Refinery + Aromatics Complex ;

Case 4: Refinery + Petrochemical Complex

Nomenclature	Crude Mix	Product Slate
Case 2A	100% Rajasthan Crude	Fuels + Polypropylene
Case 2B	50% Arab Mix & 50% Rajasthan Crude	
Case 2C	100% Arab Mix Crude	
Case 4A	100% Rajasthan Crude	Fuels + Petrochemicals
Case 4B (Base Case)	50% Arab Mix & 50% Rajasthan Crude (4.5MMTPA)+(4.5 MMTPA)	
Case 4BM (Modified Case)	Modified Case 4B with capability to process 100% Rajasthan Crude with installation of addl. machinery costing Rs. 1870 cr	
Case 4C	100% Arab Mix Crude	

- ◆ HPCL had studied different configuration of refinery model keeping in view the crude oil produced from Barmer area in coming years, the 4 B module was found to be most viable. Based on the Project IRR to make the project viable, HPCL has demanded viability gap funding in form of incentives i.e. interest free loan of Rs. 3736 crore per annum for 15 years.
- ◆ Every year Interest free loan of Rs 3,736 crore shall be provided to the JV Company by GOR for continuous period of 15 years beginning from the year in which the commercial production commences at the Refinery. This Loan will be repaid by the joint venture Company in equal annual installments from 16th year after Refinery's commercial production commences till the year 30th year. The Loan shall be inclusive of all incentives and no separate incentives will be given to the joint venture Company by GOR.

- ◆ Interest free loan will be reduced, when indigenous RJ crude is available more than 4.5 MMTPA (i.e 50% RJ crude), the said amount will be increased in case production is less than 4.5 MMTPA.
- ◆ In the proposed refinery project, a total investment incentive to be provided by the State Government is considered very high, which may adversely impact to the State's economy. Details are as follows:

Investment for 9 MMTPA Refinery-cum-Petrochemical Complex :-

- Project cost : Rs. 37,229 crores
- Debt-Equity Ratio : 1.5 : 1
- Equity structure : HPCL – 74% ; GOR – 26%

Incentives from the State Government:

- Interest free loan of Rs. 3736 crore for 15 years starting from operational year.
- Amount of Interest Free Loan reduced when indigenous Rajasthan crude is available more than 4.5 MMTPA. In case of availability less than 4.5 MMTPA, the said amount will be increased.
- 26% equity share of the State Government and Rs. 3871 crore is considered against 26% stake.
- Allocation of 4800 acre land to JV Co. and the cost of which Rs. 200 crore to be adjusted against equity of the State Government.
- 28 MGD water from IGNP Canal.

Financial & Sensitivity Analysis of the Project:

- The Financial Appraisal and Sensitivity Analysis is based on Detailed Feasibility Report for Rajasthan Refinery prepared by **Engineers India Ltd** (EIL) for HPCL.
- Annual operating cost has been worked out based on annual requirement of feed material, raw material, salary/wages of operational personnel, repair/maintenance of plant/machineries, insurances, administrative expenses. Annual operating cost has been computed considering cost towards crude price on the basis of 5 years average, 3 years average and 1 year latest. Raw water @ Rs. 40.0/m³ has been considered.
- Annual sales revenue has been worked out based on products slates and price of project based on 5 years average, 3 years average and 1 year latest.
- The Sensitivity Analysis has been carried out for all cases for 5 years average prices and 3 years average prices.
- The sensitivity analysis was also carried out for case 4 b for different alternative i.e. + 10% capital cost, + 10% operating cost and + 10% of polypropylene cost and also for sales revenue.

Financial Appraisal done by SBI Caps for HPCL

Configuration selected by HPCL	Case-4 B
	50% Rajasthan Crude
	50% Arab Mix
Products	Fuels & Petrochemicals
Project IRR	6.32%
Desired Project IRR	15%

Cost Benefit Analysis by National Council of Applied Economic Research

The economic impact assessment study report was prepared by NCAER for HPCL as per below:

- The economic impact analysis quantifies the economic effect of revenue generated in the process of production of product. A production complex is likely to make significant economic contributions as an employer and purchaser of goods & services. Setting up of a complex will generate economic activity, employment, incomes and tax revenue within the sector. It affects economic activity in other sectors also by creating demand for their goods and services. The objective of EIA is to quantify all of them.
- The proposed refinery has the potential to become an anchor industry for developing downstream and other service sector industries in and around the region the refinery would become a catalyst for the development of downstream and other service sector industries in the area. The Petrochemicals is a major segment of manufacturing industry and plays a pivotal role in several industries. This industry is given the status of a priority industry in India. Ancillary industries would come up in a big way in following manner:
 - Petrochemicals based Industries such as Polypropylene, Polyethylene, etc.
 - Downstream ancillary industries such as automotive parts, films, pipes, packaged liquid products, tires and plastic materials, etc.
 - Petro-engineering Units such as manufacturing of fasteners, pipe fittings, electrical materials etc.
 - Support Industries such as workshops, fabrication shops, units for and support institutions like training & development, trading & export, promotion/exhibition centres etc.
 - Development of new Industrial Areas after Green Zone in radius of Refinery cum Petrochemical Complex.
- The total economic impact are measured by a combination of three impacts viz., Direct, Indirect & induced. As per the Study Report of the National Council of Applied Economic Research (NCAER), the following benefits would accrue to the State. The details are placed as-
 - 3 lakh employment (in terms of direct, indirect & induced employment) during construction and operational period.

- Significant growth in the economy of Rajasthan with anticipated income of Rs. 8.78 lac crores (in 20 Yrs) alongwith possible increase in GSDP by about 1%.
- Addl Tax Revenue up to Rs. 313747 crores (in 20 Yrs)

II. Instruction to Bidders (ITB)

2. INSTRUCTIONS TO BIDDERS (ITB)

- 1.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to attend the Pre-Bid Conference. Attending the pre-proposal conference is however optional. The Venue, Date and time of the Pre-bid conference shall be as specified in the Data Sheet.
- 1.2 Broad description of the Terms of Reference (ToR), Scope of Services, Deliverables, and other requirements relating to this Consultancy are specified in this EOI. The applicant Financial Consultant or Consultancy Firm/Institution/Company possessing the requisite experience and capabilities required for undertaking the Consultancy are only invited to participate in the Selection Process.
- 1.3 Proposals shall be prepared and submitted in the manner elaborated in this EOI as per the formats/annexures provided.
- 1.4 No Applicant or its Associate shall submit more than one Application for the Consultancy.
- 1.5 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Department or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 1.6 The Department reserves the right to reject a firm's participation in the tender process at any time, in case the Department considers that a firm has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the EOI.
- 1.7 It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the EOI;
 - b. received all relevant information requested from The Department;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of The Department or relating to any of the matters referred in the EOI;
 - d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. acknowledged that it does not have a Conflict of Interest; and
 - f. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 1.8 The Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to EOI or the Selection Process, including any error or mistake therein or in any information or data given by The Department.

1.9 The Proposal of a firm shall be liable for disqualification in the event of the following:

- a. If the firm refuses to accept the correction of errors in its proposal, (or)
- b. If the Firm submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Department
- c. Is not accompanied by Bid Security in the form of Demand Draft.

1.10 PRICE OF BIDDING DOCUMENTS

The applications for issuance of EOI document must be accompanied by a DD of Rs. 1,000 towards the Price of Bidding Documents. The DD should be in the favor of "Director Petroleum, Government of Rajasthan", payable at Jaipur. The bidding document may be downloaded from the website "www.petroleum.rajasthan.gov.in" In such case the above Demand Draft may be submitted at the time of submission of Bid.

1.11 BID SECURITY

The Applicant shall furnish as part of its Proposal, a bid security of Rs. 20,000 (Rupees Twenty thousand Only) in the form of a Demand Draft drawn in favour of "Director Petroleum, Government of Rajasthan", payable at Jaipur returnable not later than 180 (one hundred eighty) days from Bid Opening Date except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commenced the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith. The Selected Applicant's Bid Security shall be returned upon the Applicant's signing the Contract and furnishing Performance Security.

Any Bid not accompanied by the Bid Security shall, be rejected by the Department as non-responsive. The Department shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Applicant, by submitting its Application pursuant to this EOI, shall be deemed to have acknowledged that without prejudice to the Department's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Department as the mutually agreed pre-estimated compensation and damage payable to the Department for, inter alia, the time, cost and effort of the Department in regard to the EOI including the consideration and evaluation of the Proposal under the following conditions:

The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

- (a) when the bidder withdraws or modifies its bid after opening of bids;
- (b) when the bidder does not execute the agreement, if any, after placement of order for supply of Consultancy Services within the specified period;
- (c) when the bidder fails to commence the supply of the Consultancy services as per order within the time specified;
- (d) when the bidder does not deposit the performance security within specified period after the order is placed; and

(e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules, 2013.

1.12 CLARIFICATIONS

The applicants are requested to study this entire tender document in detail. If the applicants have any queries on the EOI or on the proposed consultancy services they may submit such queries to the Department in writing by paper mail, facsimile, or electronic mail to The Department's address indicated in the Data Sheet on or before the date specified in the "**Schedule of Bid Process**". A Pre-bid conference would be held at Jaipur on the date, time and venue as mentioned in the Data Sheet.

The Department will respond to queries / clarifications sought by sending copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who intend to submit proposals by uploading "Reply to Queries" on the website of **Directorate of Petroleum**.

It is hereby made clear that the provisions of RTPP Act, 2012 and Rules, 2013 shall be effective in regard to procurement of consultancy services. If the provisions in this EOI bid document are different from the RTPP Act, 2012 and Rules, 2013, then the provisions of RTPP Act, 2012 and Rules, 2013 shall apply.

III. Bid Data Sheet (BDS)

DATA SHEET

S. No.	Key Information	Details
EOI Details		
1.	Consultancy Service Sought	Providing Financial Consultancy to evaluate and validate the basis of Study Reports of SBI Caps & NCAER and amount of incentives proposed thereof.
2.	Estimated Cost of Consultancy Services	10 lacs including Service Tax.
3.	Address for Bid Submission/ Clarifications	<p>Directorate of Petroleum Government of Rajasthan 401, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur Pin - 302005 (Raj.) Phone 0141-2227479/2227405 Fax No. 0141-2227479 e-mail:dir.petro@rajasthan.gov.in</p> <p>A copy of the same should also be sent to the following email address: "dir.petro@rajasthan.gov.in" clearly mention the subject as "Queries / Clarification sought to EOI for Financial Consultant".</p>
4.	Venue for Pre-Bid Conference	Directorate of Petroleum Government of Rajasthan 401, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)
5.	Date and time for Pre-Bid Conference	Refer Schedule of Bid Process
Proposal Conditions and Evaluation		
6.	Proposal Validly	180 days
7.	Price of Bidding Documents	Rs. 1,000/- (Payment to made only through Demand Draft from any Nationalized / Scheduled Bank, having branch in Jaipur, in the favor of " Director, Petroleum, Government of Rajasthan " and payable at Jaipur).
8.	Bid Security	Rs. 20,000/- (Payment to made only through Demand Draft from any Nationalized / Scheduled Bank, having branch in Jaipur, in the favor of " Director, Petroleum, Government of Rajasthan " and payable at Jaipur).
9.	Minimum Eligibility Criteria	<p>Expression of Interest is invited from reputed Financial Consultant or Consultancy Firm/Institution/Company, who is well versed in Oil, Gas & Refining Sector and Project funding related with Exploration and Production (E&P) Sector, Refinery & Petrochemical Complex having :</p> <p>1. Experience - at least 10 years in the above referred Sector and allied areas. A certificate for incorporation of firm/company evidencing date shall be taken as criteria to work out experience.</p>

		<p>2. Project Appraisal - having appraised & analysed a single project of oil & gas exploration and production (E&P) Sector, refining & allied areas not less than Rs. 10,000 crores during last 3 years, as per certification of awardees' organization/company/PSU/ Government.</p> <p>3. Turnover - should have aggregate receipt from consultancy not less than Rs. 50 lacs during 3 financial years.</p>
10.	Proposal Evaluation	The Technical Proposals would be evaluated based on the qualification criteria set forth in the EOI. Applicants not meeting the minimum eligibility criteria in the technical proposal will be deemed to be disqualified and will be excluded from further evaluation of their bid. No correspondence or representation will be entertained and the Department's decision will be final in this regard. Financial Proposals of only those firms, whose Technical Proposals qualify, will be opened and evaluated.
Proposal Submissions		
11.	Envelope 1: Technical Proposal	<ul style="list-style-type: none"> • Checklist of Submissions ~ Annexure 1 • Covering Letter ~ Annexure 2 • Minimum Eligibility criteria ~ Annexure 3 • Particulars of Applicant / Bidder ~ Annexure 4 • Relevant Experience of Bidder ~ Annexure 5 • Details of Key Experts ~ Annexure 6 • Format for Financial Capability ~ Annexure 7
12.	Envelope 2: Financial Proposal	The Applicants shall be required to submit their Financial Proposals in the format (Annexure 8) as provided in the EOI duly filled and signed.
13.	Outer Envelope	<ul style="list-style-type: none"> • Envelope 1 (Technical Proposal) & Envelope 2 (Financial Proposal). • Price of Bidding Documents in the form of Demand Draft, in case, where the bidding document is downloaded from the website. • Bid Security in the form of Demand Draft • Power of Attorney, in case, where authorised representative of the Bidder participate, to be submitted as per Annexure 9.

IV. Qualification and Evaluation Criteria

4.1 Minimum Eligibility Criteria

Expression of Interest is invited from reputed Financial Consultant or Consultancy Firm/Institution/Company, who is well versed in Oil, Gas & Refining Sector and Project funding related with Exploration and Production (E&P) Sector, Refinery & Petrochemical Complex having :

1. Experience - at least 10 years in the above referred Sector and allied areas. A certificate for incorporation of firm/company evidencing date shall be taken as criteria to work out experience.
2. Project Appraisal - having appraised & analysed a single project of Oil, Gas & Refining sector & allied areas not less than Rs. 10,000 crores during last 3 years, as per certification of awardees' organization/company/PSU/ Government.
3. Turnover - should have aggregate receipt from consultancy not less than Rs. 50 lacs during 3 financial years.

4.2 PROCESS OF EVALUATION : GENERAL

The firms shall bear all costs associated with the preparation and submission of its proposal, including any visits to Department's office for purchasing the EOI Document, attending pre-bid meeting, data collection, analysis, etc. The Department shall not be responsible or liable for any such costs incurred.

The firms should submit their proposals individually

Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.

All communication and information shall be provided in writing and in English language only.

All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

The EOI is not transferable.

4.3 PREPARATION AND SUBMISSION OF PROPOSALS

The Proposals shall be prepared in separate envelopes as under :

4.3.1 SUBMISSIONS IN ENVELOPE 1 (TECHNICAL PROPOSAL)

The Envelope I shall contain the following documents.

Envelope-1 (Technical Proposals)

- Checklist of Submissions ~ Annexure 1
- Covering Letter ~ Annexure 2
- Minimum Eligibility criteria ~ Annexure 3
- Particulars of Applicant / Bidder ~ Annexure 4
- Relevant Experience of Bidder ~ Annexure 5
- Details of Key Experts ~ Annexure 6
- Format for Turnover related data ~ Annexure 7

Envelope 1 (Technical Proposal) shall be sealed, labeled as "TECHNICAL PROPOSAL FOR SELECTION OF FINANCIAL CONSULTANT OR CONSULTANCY FIRM/ INSTITUTION/COMPANY"

4.3.2 SUBMISSIONS IN ENVELOPE II (FINANCIAL PROPOSAL)

Envelope-2 (Financial Proposals)

The Applicants shall be required to submit their Financial Proposals in the format (Annexure 8) as provided in the EOI duly filled and signed.

The financial proposal shall contain the lumpsum Remuneration quotation (price quote) of the firms in Indian Rupee that will be inclusive of all activities related with work mentioned in ToR, expenses incurred for preparation of the report, stay & travelling charges when visits are made at any place decided by the consultant & GoR as and when required for consultation.

Envelope-2 (Financial Proposal) shall be sealed, labeled as "FINANCIAL PROPOSAL FOR SELECTION OF FINANCIAL CONSULTANT OR CONSULTANCY FIRM/ INSTITUTION/COMPANY"

4.3.3 OUTER ENVELOPE CONTAINING ENVELOPE 1, 2 & OTHER DOCUMENTS:

- OUTER ENVELOPE: Envelope-1 (Technical Proposal), Envelope-2 (Financial Proposal) and signed copy of EOI Document, Price of Bidding Documents in the form of Demand Draft, in case, where the bidding document is downloaded from the website; Bid Security in the form of Demand Draft; Power of Attorney, in case, where authorised representative of the Bidder participate to be submitted as per Annexure-9.

- Envelopes 1 and 2 and signed copy of EOI Document shall be sealed, signed and placed in the Outer Envelope. The Outer Envelope, containing the said two envelopes (envelopes 1 & 2), signed copy of EOI Document shall be properly sealed and submitted.

- Outer Envelope shall be sealed, labeled as "PROPOSAL FOR SELECTION OF FINANCIAL CONSULTANT OR CONSULTANCY FIRM/ INSTITUTION/COMPANY"

4.3.4 SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the firm. They should also sign & stamp each page of the EOI & return the same along with proposal to the Department. Power of Attorney as mentioned in **Annexure 9** shall be enclosed as proof of Authorization.

1.4 OPENING OF PROPOSALS

1. Proposals received by the due date and time and in sealed cover will only be considered for opening and evaluation. Proposals other than stated will be summarily rejected.

2. Firms that submitted the proposals and technically qualified during evaluation of technical proposals will be duly intimated with the date, time and venue for opening of the financial proposals. Authorized representatives of the participating firms are requested to be present during proposal opening.
3. The details of the authorized representatives (who choose to attend) present will be recorded.
4. Name of the firms that submitted the proposals will be read aloud in the presence of firm's representatives and will be recorded.
5. Each proposal will be given a number in the ascending order and will be recorded against total number of proposals. For instance, if the total number of proposals received is five, the first proposal will be recorded as 1/5, the second as 2/5 and so on.

4.5 OPENING AND EVALUATION OF OUTER ENVELOPE

Outer Envelope shall be opened and checked for the following and will be recorded accordingly.

- i. Signed copy of EOI Documents
- ii. Sealed Envelope 1 (Technical Proposal) – sealed and stamped
- iii. Sealed Envelope 2 (Financial Proposal) – sealed and stamped
- iv. Price of Bidding Documents in the form of Demand Draft, in case, where the bidding document is downloaded from the website.
- v. Bid Security in the form of Demand Draft
- vi. Power of Attorney, in case, where authorised representative of the Bidder participate, to be submitted as per Annexure 9.

Documents (i) to (vi) and supporting documents, if any, will be checked at first instance in outer envelope. Proposals having all the above documents will only be considered for further evaluation of the proposals.

Applicants not submitting the documents as above are deemed to be disqualified and will be excluded from further evaluation of their bid. No correspondence or representation will be entertained and the Department's decision will be final in this regard.

4.6 OPENING AND EVALUATION OF ENVELOPE I (TECHNICAL PROPOSAL)

Opening of Envelope –1 (Technical Proposal) shall be undertaken only if all the documents are submitted as above in outer envelope.

The Envelope 1 (Technical Proposal) of the eligible proposals will be opened in the ascending order (1/5, 2/5, etc.) and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats, the technical proposals shall be evaluated and the financial bids of only those bids which have fulfilled minimum eligibility criteria are technically acceptable, shall be open and evaluated. The Department shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

4.7 OPENING AND EVALUATION OF ENVELOPE II (FINANCIAL PROPOSAL)

The Envelope 2 (Financial Proposal) of firms, which have fulfilled the minimum eligibility criteria in the Technical Proposal (Envelope 1) will only, be opened.

The Financial Proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Proposal format/requirements, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such firm will be eliminated from further evaluation process.

Requirements for Substantial Compliance: Prior to the detailed evaluation of the Financial Proposal, it would be determined whether each Financial Proposal:

- (i) Has been properly signed and contains the required representations of commitments;
- (ii) Is presented in a manner that conforms with the requirements of the EOI including the specified format;

Material Deviation: A material deviation or reservation is one

- (i) Which affects in any substantial way the requirements of the EOI and performance of the Project; or
- (ii) Which is substantially inconsistent with the requirements of the EOI
- (iii) Whose rectification would affect unfairly the competitive provision of other competing firms presenting substantially responsive proposals

Evaluation of financial bid: For the purpose of evaluation, the lumpsum Remuneration quoted by the Applicants would be for entire duration of the Contract. The offers shall be evaluated and marked L1, L2, L3 and so on. L1 being the lowest offer and then others in ascending order.

4.8 CRITERIA FOR SELECTION OF THE FIRM

The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rule 58 of the RTPP Rules, 2013 with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity.

Negotiations : Negotiations, if required, would be undertaken as per provisions given in Rule 69 of Rajasthan Transparency in Public Procurement Rules, 2013.

4.9 AWARD OF CONSULTANCY

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Department to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the date of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Applicant is not received by the stipulated date, the Department may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant and withdraw the LOA.

4.10 PERFORMANCE SECURITY

The Selected Applicant shall furnish Performance Security for an amount of Rs. 50,000 (Rupees Fifty thousand Only) in the form of a Demand Draft drawn in favour of "Director Petroleum, Government of Rajasthan", payable at Jaipur.

The Performance Security shall keep the valid and in full force and effect till the Expiry of the Contract Period by extending the validity dates, whenever required.

In case of successful bidder fails perform appropriately as per the given scope of work, appropriate deduction will be made from lumpsum remuneration or from the performance security as per decision of Director Petroleum, in case of any dispute in this regard the decision of Government will be final.

Failure of the Selected Bidder to return signed copy of the Contract or to furnish Performance Security shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the Department reserves the right to take any such measure as may be deemed fit in the sole discretion of the Department, including annulment of the Bidding Process.

V. Bidding Forms

Envelope-1 (Technical Proposals)

- Checklist of Submissions ~ Annexure 1
- Covering Letter ~ Annexure 2
- Minimum Eligibility criteria ~ Annexure 3
- Particulars of Applicant / Bidder ~ Annexure 4
- Relevant Experience of Bidder ~ Annexure 5
- Details of Key Experts ~ Annexure 6
- Format for Turnover Related Data ~ Annexure 7

Envelope-2 (Financial Proposals)

- The Applicants shall be required to submit their Financial Proposals in the format (Annexure 8) as provided in the EOI duly filled and signed.

Outer Envelope

- Envelope 1 (Technical Proposal) & Envelope 2 (Financial Proposal).
- Price of Bidding Documents in the form of Demand Draft, in case, where the bidding document is downloaded from the website.
- Bid Security in the form of Demand Draft
- Power of Attorney, in case, where authorized representative of the Bidder participate, to be submitted as per Annexure 9.

ANNEXURE-1 (Envelope 1 - Technical Proposal)

Format for CHECKLIST OF SUBMISSIONS IN ENVELOPES 1

S. No.	Enclosures to the Proposal	Status (Submitted/ Not Submitted)	Remarks
Envelope I			
1.	Covering Letter (Annexure-2)		
2.	Minimum eligibility criteria (Annexure-3)		
3.	Particulars of Applicant/Bidder (Annexure-4)		
4.	Relevant Experience of Bidder (Annexure-5)		
5.	Details of Key Experts (Annexure-6)		
6.	Format for Turnover Related Data (Annexure-7)		

ANNEXURE-2 (Envelope 1 - Technical Proposal)

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To,
Directorate of Petroleum
Government of Rajasthan
401, Khanij Bhawan, Tilak Marg,
C-Scheme, Jaipur
Pin - 302005 (Raj.)

Date:

Sub. : Selection of Financial Consultant or Consultancy Firm/Institution/Company – Letter of Proposal.

1. With reference to your EOI Document dated _____ I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant (the "Consultant") for the consultancy services. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Department will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid consultancy services.
4. I / We shall make available to The Department any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of the Department to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Department or a judicial pronouncement or arbitration award against the Applicant, nor been expelled or blacklisted from any project or contract by any public Department nor have had any contract terminated by any public Department for breach on our part.
7. I / We declare that:
 - (a) We have examined and have no reservations to the EOI Documents, including any Addendum issued by the Department;
 - (b) I / We do not have any conflict of interest as mentioned in the EOI Document;

- (c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any government, Central or State; and
- (d) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of this EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the EOI document.
9. I / We certify that in regard to matters others than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Department which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department (and/or the Government of India) in connection with the selection of Consultant or in connection with Selection Process itself in respect of the above mentioned consultancy services.
12. I / We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy services is not awarded to me/us or our proposal is not opened or rejected.
13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Opening Date as specified in the EOI.
14. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the provisions of the EOI and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
15. I / We have studied EOI and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Department or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

16. The Technical and Financial Proposals are being submitted in separate covers. The contents provided in Envelopes 1 & 2 shall constitute the Application which shall be binding on us.

17. I / We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, I/we submit this Proposal under and in accordance with terms of the EOI Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

ANNEXURE 3 (Envelope 1 - Technical Proposal)

Format for Minimum Eligibility Criteria

Expression of Interest is invited from reputed Financial Consultant or Consultancy Firm/Institution/Company, who is well versed in Oil, Gas & Refining Sector and Project funding related with Exploration and Production (E&P) Sector, Refinery & Petrochemical Complex having :

Sl. No.	Criteria	Details	Yes/No	Name of the proof attached for fulfilling criteria
1.	Experience	<p>Having at least 10 years experience in the above referred Sector and allied areas.</p> <p>A certificate for incorporation of firm/company evidencing date shall be taken as criteria to work out experience.</p>		
2.	Project Appraisal	<p>Having appraised & analysed a single project of oil & gas exploration and production (E&P) Sector, refining & allied areas not less than Rs. 10,000 crores during last 3 years.</p> <p>As per attached certificate of awardees' organization/company/PSU/ Government attached.</p>		
3.	Turnover	<p>Should have aggregate receipt from consultancy not less than Rs. 50 lacs during 3 financial years.</p> <p>As per attached Audited Balance Sheet of financial year 2010-11, 2011-12 and 2012-13 as per the audited balance sheets and as Certified by Chartered Accountant.</p>		

1. Experience : Having at least 10 years experience in the above referred Sector and allied areas. A certificate for incorporation of firm/company evidencing date shall be taken as criteria to work out experience.

Name of Financial Consultant or Consultancy Firm/Institution/Company	Date of commencement of Consultancy Services or Date of Incorporation	Services Experience		Total No. of years of experience
		From	To	

2. Project Appraisal : Provide details of having appraised & analysed a single Project related to oil & gas exploration and production (E&P) Sector, refining & allied areas not less than Rs. 10,000 crores during last 3 years.

Sl. No.	Name of the Project related to oil & gas exploration and production (E&P) Sector, refining & allied areas	Project cost (Rs. in crores)	Period when the Project was appraised and analyzed		Brief description of services provided
			From	To	

ANNEXURE-4 (Envelope 1 - Technical Proposal)

Format for PARTICULARS OF APPLICANT / BIDDER

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office (s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
(e) PAN Number
(f) Service Tax Registration Number

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this consultancy services:

3. Details of individual (s) who will serve as the point of contact/communication for the Department:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-mail Address:
(g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant / Bidder:
Name:
Designation:
Address:
Phone Number:
E-mail Address:
Fax Number:

5. A statement by the Applicant / Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past consultancy services, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

6. Details of Facilities available in Offices of Financial Consultant:
.....
.....
.....

7. Details of Jaipur Office:
Address:
Established since:
Employee Strength in Jaipur:
Facilities available in Jaipur Office:

Yours faithfully,

(Signature, name and designation
of the authorized signatory)

(Name and seal of the Applicant)

ANNEXURE 5 (Envelope 1 - Technical Proposal)

Details of Experience for Projects handled are to be attached in the following format:

Assignment Name:			Country:
Location within Country:			Key professional staff Provided by Your Firm/entity(profiles):
Client:			No. of Staff:
Address:			No. of Staff-Months; duration of assignment:
Start Date(Month/Year)	Target Date Assigned	Actual Completion Date (Month/Year)	Approx. Value of Services (Rs. Million):
Name of Associated Consultants, if any:			No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Commissioner/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Note : Use separate sheet for each project handled.

ANNEXURE 6 (Envelope 1 - Technical Proposal)

Format for Details OF KEY EXPERT

1. Proposed Designation of Key Expert:
2. Name:
3. Date of Birth:
4. Nationality:
5. Key Expertise:
6. Proposed Role/ Responsibilities:
7. Education Qualifications (including Year of Completion):
8. No. of Year of Professional Experience:

Organization	Designation	Starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years)

9. Experience in Similar Consultancy Services anywhere in India/ World:

Year of Completion	Name of Consultancy Service provided	Cost of Consultancy Service (Rs. Mn)	Components of Consultancy Service	Client	Role of Key Expert

Certification:

1. I am willing to work on the Consultancy Service and I will be available for entire duration of the Consultancy Service assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Key Expert/Authorized Signatory)

Place-----

Note:

1. The Key Expert's profile shall be restricted to above details only:
2. Use separate form for each Key Expert.

ANNEXURE 7 (Envelope 1 - Technical Proposal)

Format for Turnover Related Data

3. Turnover: Should have aggregate receipt from consultancy not less than Rs. 50 lacs during 3 financial years, as per attached Audited Balance Sheets of financial year 2010-11, 2011-12 and 2012-13 and as Certified by Chartered Accountant.

TURNOVER RELATED DATA (All figure in Rs. in lacs)

Description	Past Three Financial Years			Total
	12-13	11-12	10-11	
Receipt from consultancy				

Financial Year: 1st April to 31st March or the particular accounting year followed and audited.

Note:

2. The applicant shall submit the copies Audited Balance Sheets/Annual Reports
3. The annual Turnover data should be certified by a practicing Chartered Accountant.
4. The financial statement should correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
5. For conversion of US Dollars to Rupees, the rate of conversion shall be the rate as prescribed by the Reserve Bank of India (RBI), applicable on the date 60 (sixty) days prior to the Bid Opening Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY _____

DATE _____

COMPANY SEAL

**Signature of the Chartered Accountant
With name & registration number**

ANNEXURE 8 (Envelope 2 - Financial Proposal)

**Format for FINANCIAL PROPOSAL
[On the Letter head of the Firm]**

Date:

To:
Directorate of Petroleum
Government of Rajasthan
401, Khanij Bhawan, Tilak Marg,
C-Scheme, Jaipur
Pin - 302005 (Raj.)

Sub: Selection of Financial Consultant or Consultancy Firm/Institution/Company-
Financial Proposal.

Dear Sir/Madam

As a part of the Proposal for providing consultancy services, we hereby submit the following lumpsum Remuneration quotation to the Directorate of Petroleum, Government of Rajasthan.

We quote Rupees _____(Rupees in words following by Rs. in figures in brackets) inclusive of all taxes and all activities related with work mentioned in ToR and also the expenses incurred for preparation of the report, stay & travelling charges when visits are made at any place decided by the consultant & GoR as and when required for consultation.

We abide by the above quote, terms and conditions of the RFP, if THE DIRECTORATE OF PETROLEUM selects us as the consultant for these particular services.

We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and eight (180) days from the Bid Opening Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorized Signatory)
(Name, Title, Address, Date)

Note : The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the firm's proposal.

ANNEXURE 9 (OUTER ENVELOPE)

Format for Power of Attorney for signing of Bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocable constitute, nominate, appoint and authorise Mr. / Ms. _____ who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Department") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid / Bid for the Selection of Financial Consultant or Consultancy Firm/Institution/Company being invited by Directorate of Petroleum, Government of Rajasthan (the "Department") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Department, representing us in all matters before the Department, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Consultancy Services and/or upon award thereof to us and/or till the entering into the Contract with the Department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall and shall be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____

(Signature)

(Name, Title and Address)

Witnesses :

- 1.
- 2.

Accepted

[Notarised]

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, Laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant / Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder' resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant / Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicant / Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.

VI. Conditions of Contract

DRAFT

CONTRACT FOR CONSULTANT'S SERVICES

by & between

(Directorate of Petroleum, Government of Rajasthan)

and

(Financial Consultant or Consultancy Firm/Institution/Company)

201

[On a Non-judicial stamp paper of **appropriate** value]

This CONTRACT (herein after referred to as the "**contract**") is made at _____ on this the _____ day of _____, 201__

by & between

GOVERNOR OF RAJASTHAN, represented by the Director Petroleum, Directorate of Petroleum, GOVERNMENT OF RAJASTHAN (THE DEPARTMENT) having its Office at 401, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005", (hereinafter referred to as "Department" which expression, shall unless repugnant to the context or the meaning thereof, include its successors and assigns) of the **ONE PART.**

and

_____ a company duly incorporated under the Companies Act, 1956 [I of 1956], and having its registered office at _____ (hereinafter referred to as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the **OTHER PART.**

WHEREAS

- a) The Department has requested the Consultant to provide certain consultancy services as defined in this Contract (hereinafter referred to as the "**Services**").
- b) The Consultant, having represented to the Department that it has required professional skills, and personnel and technical resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.
- c) the Department, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Awards dated [to be inserted] (the "LOA"); and
- d) in pursuance of the LOA, the Parties have agreed to enter into this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. General

1.1 Definitions and Interpretation

The words and expressions beginning with capital letter and defined in this Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them;

- a) "**Contract**" means this Contract, together with all the Appendices;
- b) "**Contract Value**" means this Contract, together with all the Appendices;
- c) "**Contract Period**" shall have the meaning set forth in Clause 2.4.1
- d) "**Applicable Laws**" means the laws, and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- f) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of EOI;

- g) "**Department**" means Directorate of Petroleum, Mines & Petroleum Department, Government of Rajasthan.
- h) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- i) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause 2.1
- j) "**Government**" means the Government of Rajasthan;
- k) "**INR, Re. or Rs.**" means Indian National Rupees;
- l) "**Member**", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- m) "**Party**" means the Department or the Consultant, as the case may be, and Parties means both of them;
- n) "**Personnel**" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- o) "**Resident Personnel**" means such persons who at the time of being so hired had their domicile inside India;
- p) "**EOI**" means the Request for Proposal document in response to which the Consultant's proposal for providing *Services* was accepted;
- q) "**Services**" means the work to be performed by the Consultant pursuant to this Contract, as described in the Terms of Reference' hereto;
- r) "**Third Party**" means any person or entity other than the Government, the Department, the Consultant etc;

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the EOI.

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Contract
- b) Appendices of Contract
- c) EOI
- d) Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Consultant and the Department. The Consultant shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Department and the Consultant shall be as set forth in the Contract, in particular:

- a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Department shall make payments to the Consultant in accordance with the provisions of the Contract.

1.4. Governing law and jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

1.6. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

- a) in the case of the Consultant, be given by e-mail followed by letter *delivered* by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Department; provided that notices or other communications to be given to an address outside Jaipur may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the Department;
- b) in the case of the Department, be *given* by facsimile or e-mail and by letter delivered by hand and be addressed to the Department with a copy delivered to the Department Representative set out below in Clause 1.7 or to such other person as the Department may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jaipur it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to *have* been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to *have* been delivered on the working days following the date of its delivery.

1.7. Authorized Representatives

- 1.7.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Department or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.7.
- 1.7.2. The Department may designate one of its officials as the Department Representative.
- 1.7.3. The Consultant shall designate one of its personnel as Consultant's Representative.

1.8. Taxes and Duties

Unless otherwise specified in the Contract, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Department shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion And Termination Of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of this Contract (the 'Effective Date')

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Contract for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Department may, by not less than 2 (two) weeks' notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, the Bid Security / Performance Security of the Consultant shall stand forfeited.

2.4. Expiration of Contract

2.4.1. The Contract period hereby granted is for a period of three months from the Effective Date (the "Contract Period"). The contract period may be extended for a further period as mutually agreed between the department and the consultant.

2.4.2. Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Contract shall expire after all the deliverables have been submitted. Upon Termination, the Department shall make payments of all amounts due to the Consultant hereunder.

2.5. Entire Contract

This Contract and the Annexes together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the EOI shall continue to subsist and shall be deemed to form part of this Contract.

2.6 Modification of Contract

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written Contract between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Force Majeure

2.7.1. Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party' s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 7 (seven) days following the occurrence of such event, providing evidence of the nature and

cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, no payments shall be made by the Department.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has; as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Contract

The Department may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Contract

2.9.1. By the Department

The Department may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Contract if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;

- (b) the Consultant becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The Department, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (Thirty) days' written notice to the Department, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Contract if:

- a) the Department fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within 15 (fifteen) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Department is in material breach of its obligations pursuant to this Contract and has not remedied the same within 15 (fifteen) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Department of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) The Department fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality

set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Contract and (iv) any right or remedy which a Party may have under this Contract or the Applicable Law.

2.9.4. Cessation of Services

Upon termination on this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Department, the Consultant shall proceed as provided respectively by clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Department shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Department):

Lumpsum remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of The Consultant

3.1 General

3.1.1 Standards or Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Department, and shall at all times support and safeguard the Department's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Appendix-A of this Contract. The Consultant shall provide the Deliverables specified at Appendix-B therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at anytime; provided further that this restriction shall not apply to consultancy *I* advisory services provided to the Department in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Department in accordance with the rules of the Department. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

The Consultant nor the Personnel of them shall engage, either directly or indirectly, in any of the following activities:

during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;

after the termination of this Contract, such other activities as may be specified in the Contract; or

At any time, such other activities as have been specified in the EOI as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract

or the Services and the Consultant shall not accept for its own benefit any trader commission, discount or similar payment in connection with activities pursuant to this Contract or otherwise to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and agents of either of them similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the 'Prohibited Practices'). Notwithstanding anything to the contrary contained in this Contract, the Department shall be entitled to terminate this Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract, In such an event, the Department shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Department towards, inter alia, the time, cost and effort of the Department, without prejudice to the Department's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Department under Clause 3.2.5 above and the other rights and remedies which the Department may have under this Contract, if the Consultant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Consultant shall not be eligible to participate in any tender or EOI issued during a period of three years from the date the Consultant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them
- i. **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner *whatsoever*, whether

during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser the Department in relation to any matter concerning the Project;

- ii. "**Fraudulent practice**" means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- iii. "**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Department under this Contract.
- iv. "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and the Personnel of them shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Department to the Consultant, its and the Personnel; any information provided by or relating to the Department, its technology, technical processes, business affairs or finances or any information relating to the Department's employees, officers or other professionals or suppliers, customers, or contractors of the Department; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("**Confidential Information**"), without the prior written consent of the Department.

Notwithstanding the aforesaid, the Consultant and the Personnel of them may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the Consultant, the Personnel of them or becomes a part of the public knowledge from a source other than the Consultant, the Personnel of them;
- b. was obtained from a third party with no known duty to maintain its confidentiality;

- c. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and the Personnel of them shall give the Department, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d. is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. Consultant's liability towards the Department

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Department for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Department's property shall not be liable to the Department:

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 6.1 of this Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- iii. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Contract Value.

3.5 Insurance to be taken out by the Consultant

- a. The Consultant shall, for the duration of this Contract, take out and maintain, at its own cost, but on terms and conditions approved by the Department, insurance

against the risks, and for the coverage's, as specified in the Contract and in accordance with good industry practice.

- b. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of assurances required to be obtained and maintained under this clause the Consultant shall furnish to *the* Department copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract.
- c. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Department shall, apart from having other recourse available under this Contract, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Department.
- d. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Department as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Department as the sole beneficiary of the Consultant or require an undertaking to that effect.

The Parties agree that the risks and coverages shall include but not be limited to the following:

- a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of one percent of the indicative capital cost of the Project;
- b. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and
- c. professional liability insurance for an amount no less than the Contract Value

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Contract. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- a. keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

- b. permit the Department or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Department.

3.7 Consultant's actions requiring the Department's prior approval

The consultant shall obtain the Department's prior approval in writing before taking any of the following actions:

- a. Appointing such members of the Professional Personnel as are not listed in Appendix-D of the contract.
- b. any other action that is specified in this Contract.

3.8. Reporting obligations

The Consultant shall submit to the Department the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Department

- 3.9.1 All reports and other documents etc. (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Department, and all intellectual property rights in such Consultancy Documents shall vest with the Department. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Department under law, shall automatically stand assigned to the Department as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Department may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2. The Consultant shall, not later than termination or expiration of this Contract, deliver all Consultancy Documents to the Department, together with detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Contract without the prior written approval of the Department.
- 3.9.3. The Consultant shall hold the Department harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Department.

3.10 Equipment and materials furnished by the Department

Equipment and materials made available to the Consultant by the Department shall be the property of the Department and shall be marked accordingly with appropriate serial number and maintained in the Godown/Storeroom of the Department.

The expenses incurred for transportation of equipment/materials shall be reimbursed by the Department on actuals upon submission of bills/invoices towards the same.

Upon completion of the event in which the equipment/material has been used, the same shall be securely stored by the consultant at the Godown/ Storeroom of the Department. The consultant shall at all times maintain an inventory of such equipment and materials. No part of such equipment or material shall be used by the Consultant to any other purpose or event other than that specified by the Client.

The consultant shall maintain all such equipment or material in good/working condition without compromising on the aesthetic quality. Unless specified by the Client, all such equipments and materials shall be reused for future events. The Department would inspect the equipments and material at any time. If it finds any discrepancy in the inventory list and actual or finds that the material is not kept and maintained properly, the consultant would be asked to provide written explanation for the same and it would have to refurbish/replace the material to the satisfaction of the client at his cost.

For all material and equipment's being reused, the Client would reimburse upto a maximum of 5% of the total cost of procurement or fabrication of the equipment or material towards refurbishment, if required. In case the expenditure exceeds the above mentioned limit, the consultant shall take prior approval from the Client for the same.

Upon completion/ expiration or termination of this Contract, the Consultant shall furnish forthwith to the Department, an inventory of such equipment and materials and shall handover / dispose of such equipment and materials in accordance with the instructions of the Department.

The Department shall insure the equipment/material stored in the Godown/ Storeroom in an amount equal to their full replacement value.

3.11. Providing access to Project Office and Personnel

The Consultant shall ensure that the Department, and officials of the Department having Department from the Department, are provided unrestricted access to the Office and to all Personnel during office hours. The Department's official, who has been authorized by the Department in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services, Subject to the provisions of clause 3.4, it shall indemnify the Department against any inaccuracy/plagiarism/copyright issues in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or

inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the work carried out

4. Consultant's Personnel

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The Designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Appendix-D of this Contract.

4.3. Approval of Personnel

4.3.1. The Professional Personnel listed in Appendix-D of the Contract are hereby approved by the Department. No Professional personnel shall be engaged as replacement of those agreed upon, without prior approval of the Department.

4.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel under the provisions of this Agreement, it shall submit to the Department its proposal along with a CV of such person in the form provided at annexure 6 of the RFP. The Department may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Department's consideration. In the event the Department does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause it shall be deemed to have been approved by the Department.

4.4. Substitution of Key Experts

The Department expects all the Key Experts specified in the Proposal to be available during implementation of the Contract. The Department will not consider any substitution of Key Experts except under compelling circumstances beyond the control of the Consultant and the concerned Key Experts. Such substitution shall be limited to not more than two Key Experts subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Department. Without prejudice to the foregoing, substitution of one Key Expert shall be permitted subject to reduction, such reduction shall be equal to 20%(Twenty per cent) of the lumpsum remuneration who is proposed to be substituted.

4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Contract, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7(seven) days shall be subject to the prior approval of the Department, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

The Key Expert and the Team deployed at the Department's Office would be entitled to leaves as per the Consultant's leave policies. However, any leave of more than 3

days needs a prior approval of the Department. The Department reserves the right to cancel or disapprove any leave of the Team employed at their office.

In addition, based on the urgency of work/ requirement of the Department, the Consultant agrees to provide a temporary replacement to the Key Experts. It is however agreed upon that such temporary replacement shall be with prior information / approval to the Department. Such replacement shall however not be for a period of more than 15 days. Further, such replacements shall be made only with equally or higher qualified personnel only. The Department reserves its right to reject such temporary replacement proposal of the Consultant.

4.6. Team Leader

The person designated as the Team Leader of the Consultant's personnel shall be responsible for the coordinated, timely and efficient functioning of the personnel.

5. Obligations of The Department

5.1. Assistance in clearances etc.

Unless otherwise specified in the Contract, the Department shall make best efforts to ensure that the Government shall:

- a. Provide the Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services;
- b. Facilitate prompt clearance through customs of any property required for the Services; and
- c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Payment

In consideration of the Services performed by the Consultant under this Contract, the Department shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Contract.

6. Payment to the Consultant

6.1 Cost estimates and Contract Value

Except as may be otherwise agreed under Clause 2.6, the payments under this Contract shall not exceed the Contract value specified herein (the "Contract Value"). The Parties agree that the Contract Value is Rs._____(Rupees_____only).

6.2. Currency of payment

All payments shall be made in Indian Rupees.

6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a. No Mobilization Advance would be paid.
- b. The Consultant shall be paid for its services as per the Payment Schedule at Appendix-C of this contract, subject to the Consultant fulfilling the following conditions:
 - i. No. payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Department, the work pertaining to the preceding stage.
 - ii. The Department shall pay to the Consultant, only the undisputed amount.

- c. The Department shall cause the payment due to the Consultant to be made within 30(thirty) days after the receipt by the Department of duly completed bills with necessary particulars.
- d. Any amount which the Department has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Department within 30(thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Department for reimbursement must be made within 1(one) year after receipt by the Department of a final report in accordance with Clause 6.(d). Any delay by the Consultant in reimbursement shall attract simple interest@ 10% (ten percent) per annum.
- e. All payments under this Contract shall be made to the account of the consultant as may be notified to the Department by the Consultant.

7. Liquidated Damages And Penalties

7.1. Performance Security

7.1 The Consultant shall, for due and punctual performance of its obligations relating to the Consultancy, deliver to the Department, simultaneously with the execution of this Contract, the Performance Security as specified in the Clause 4.10 of RFP at the time of Signing of Contract. The value of the Performance Security shall be equal to 5% (five percent) of the Contract Value. The Performance Security shall remain with the Department, throughout the Contract Period and shall be returned to the Consultant with 90 days after the completion of the final milestone under this Contract or on termination to be appropriated against breach of this contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Contract pursuant to Clause 2.4 hereof.

7.2. Liquidated Damages

7.2.1. Liquidated damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Department in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Contract Value.

7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Contract Value per day, subject to a maximum of 10% (ten per cent) of the Contract value will be imposed and shall be recovered by appropriation from the performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3. Encashment and appropriation of Performance Security

The Department shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Department, other penal action including debarment for a specified period may also be initiated as per policy of the Department.

8. Fairness and Good Faith

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness but failure to agree on any action pursuant to this Clause shall not give rise to a dispute Subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2. Dispute resolution

- 9.2.1.** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2.** The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon ___Director, Petroleum of the Department and the Chairman of the Board of Commissioners of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

- 9.4.1.** Any Dispute which is not resolved amicably by conciliation, as provided in clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi(the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Jaipur and the language of arbitration proceedings shall be English.
- 9.4.2.** There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3.** The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Department agree and undertake to carry out such Award without delay.

9.4.4. The Consultant and the Department agree that an Award may be enforced against the Consultant and/or the Department, as the case may be, and their respective asset wherever situated.

9.4.5. This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10. It is hereby made clear that the provisions of RTPP Act, 2012 and Rules, 2013 shall be effective in regard to procurement of consultancy services. If the provisions in this EOI bid document is different from the RTPP Act, 2012 and Rules, 2013, then the provisions of RTPP Act, 2012 and Rules, 2013 shall apply.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

**For and on behalf of Consultant:
(Department)**

For and on behalf of

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

Appendices to the Conditions of Contract

Appendix A

Terms of Reference

Financial Consultant or Consultancy Firm/Institution/ Company, thus appointed, shall carry out the following scope of work in consultation with Finance Department, GoR and Department of Mines & Petroleum GoR:

- (i) To study, analyze & examine the Financial Appraisal Study Report of SBI Caps;
- (ii) To study, analyze & examine the Economic Impact Study Report of National Council of Applied Economic Research (NCAER);
- (iii) To validate the basis of above Study Reports of SBI Caps & NCAER and amount of incentives thereof.
- (iv) To suggest GoR an optimum financial model looking to prevalent best international industry practices for quantum of incentives and appropriate stake in the 9 MMTPA Refinery cum Petrochemical Complex to guide GoR to reconsider/ renegotiate with HPCL.

Appendix B

Deliverables

In pursuance of the assignment, the Consultant shall submit to the Department the following reports at such intervals as set out in the table below:

S. No.	Report	Timeline
1.	Monthly Progress Report	at the end of every month, the consultant would submit monthly progress report giving details of all the activities undertaken during the month.
2.	Draft Report	Financial Consultant or Consultancy Firm/Institution/Company shall submit its draft report in duplicate within 2 months from the date of award of job work for the vetting by Mines & Petroleum Department & Finance Department, GoR.
3.	Final Report	The Final report is required to be submitted in next one month. Total period of submission of report is considered as 3 months from the effective date of award of consultancy services.

Appendix C

Payments to Consultant

Payment to the Consultant : The lumpsum Remuneration quotation (price quote) of the firms in Indian Rupee that will be inclusive of all taxes and all activities related with work mentioned in ToR and also the expenses incurred for preparation of the report, stay & travelling charges when visits are made at any place decided by the consultant & GoR as and when required for consultation.

Financial Consultant or Consultancy Firm/Institution/ Company, thus appointed, shall carry out the following scope of work in consultation with Finance Department, GoR:

- (i) To study, analyze & examine the Financial Appraisal Study Report of SBI Caps;
- (ii) To study, analyze & examine the Economic Impact Study Report of National Council of Applied Economic Research (NCAER);
- (iii) To validate the basis of above Study Reports of SBI Caps & NCAER and amount of incentives thereof.
- (iv) To suggest GoR an optimum financial model looking to prevalent best international industry practices for quantum of incentives and appropriate stake in the 9 MMTPA Refinery cum Petrochemical Complex to guide GoR to reconsider/renegotiate with HPCL.

Appendix D

Key Experts, Team to be deployed at Client's Office

TEAM COMPOSITION

Selected firm has to inform department about the names and credentials of all the working staff. Their placement will be approved by the department and they will have to be replaced whenever department find their services unsatisfactory.

1. Titles, detailed job descriptions and minimum qualifications, experience of Key Experts to be assigned to work, and staff-days for each.
2. Titles [and names, if already available], detailed job descriptions and minimum qualifications, experience of Expert, to be deployed at The Department's office.
3. List of Support Staff [if already available]; for staff deployed at Consultant's office and The Department's Office.

Appendix – E

Facilities to be provided by The Department

1. The Department will provide only the work-desk to the Consultant's staff.
2. Access to data and information.

DISCLAIMER

1. The information contained in this Expression of Interest document ("EOI") or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Directorate of Petroleum, Department of Mines & Petroleum, Government of Rajasthan (herein after referred to as the Department) or any of its employees, is provided to Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

2. This EOI is not an agreement or an offer by the Department to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this EOI.

3. This EOI includes statements, which reflects various assumptions and assessments arrived at by The Department in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

4. This EOI may not be appropriate for all persons, and it is not possible for the Department and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account' of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. The Department and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

6. The Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EOI.

7. The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

8. The issue of this EOI does not imply that the Department is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Department reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

9. It is hereby made clear that the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 shall be effective in regard to procurement of Consultancy Services. If the provisions in this EOI Bid Document are different from the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013, then the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 shall apply.

VII. ANNEXURE 'A' TO 'D'

(In compliance of FD Circular NO.3/2013 dated 4.2.2013)

Annexure 'A' : Compliance with the Code of Integrity and No Conflict of Interest.

Annexure 'B' : Declaration by Bidders regarding Qualifications.

Annexure 'C' : Grievance Redressal during Procurement Process.

Annexure 'D' : Additional Conditions of Contract.

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012**

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

**3. Number and date of the order appealed against
and name and designation of the officer / authority
who passed the order (enclose copy), or a
statement of a decision, action or omission of
the Procuring Entity in contravention to the provisions
of the Act by which the appellant is aggrieved:**

**4. If the Appellant proposes to be represented
by a representative, the name and postal address
of the representative:**

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.