



Request for Proposal **FOR**

**Supply, Installation, Testing, Commissioning and 6 years
comprehensive Annual Maintenance Contract of Air
Conditioners upon the completion of the warranty period of
the indoor units - Bathinda Office (Bathinda GA)**

BID NO: GEM/2025/B/6897076

(Open bidding through GeM Portal)

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SECTION I:
INSTRUCTIONS TO BIDDERS (ITB)

Supply, Installation, Testing, Commissioning and 6 years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units - Bathinda Office (Bathinda GA)

BID NO: GEM/2025/B/6897076

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1. SALIENT FEATURES OF TENDER DOCUMENT

M/s Gujarat Gas Ltd. (hereafter referred to as OWNER/BUYER), a GSPC Group Company, invites competitive sealed BIDs from eligible and competent CONTRACTOR(s)/SELLER(s) (hereafter referred to as BIDDER/Bidder) in response to this ITT as per below details.

Tender reference number	BID NO: GEM/2025/B/6897076
Tender description	Supply, Installation, Testing, Commissioning and 6 years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units - Bathinda Office (Bathinda GA)
Earnest Money Deposit (EMD) - Refer Clause No. 11 of ITB	As mentioned on the e-Tendering Portal
TENDER Fees - Refer Clause No. 12 of ITB	As mentioned on the e-Tendering Portal
Pre-bid Meeting – Refer Clause No. 7 of ITB	As mentioned on the e-Tendering Portal
Last date of BID submission (submission deadline for both physical and online bid)	As mentioned on the e-Tendering Portal
Validity of BID – Refer Clause No. 13 of ITB	As mentioned on the e-Tendering Portal
<i>BID to be addressed to</i>	<p>Primary, Technical as well as Commercial Bid Submission must be ONLINE only through GeM e portal.</p> <p>Original hard copy is required ONLY for Primary Bid in case EMD is submitted in the form of Bank Guarantee and which is required to be submitted at below address:</p> <p>Asst. Vice President- Materials Gujarat Gas Limited, Office No-4 &5, Ground Floor, IT Tower 2, Infocity, Gandhinagar- 382009</p>
<i>Contact person for techno-commercial matters</i>	<p>Mr. Kalpeshkumar Patel /Mr. Jignesh Desai</p> <p>Phone: 079-2673-7546/ 7545</p> <p>Email: kalpeshkumar.patel@gujaratgas.com/ Jignesh.desai@gujaratgas.com</p>

2. GENERAL

- 2.1. TENDER DOCUMENT or ITT shall mean and include this Instructions to BIDDERS (ITB), Scope of Work and Technical Specifications, Schedule of Rates (SOR), Special Terms of CONTRACT (STC), General Terms of CONTRACT (GTC), including all Annexures and Exhibits, Appendices, attachments etc.
- 2.2. BID shall mean offer submitted by BIDDER in line with requirements and terms & conditions of TENDER DOCUMENT for acceptance of OWNER.
- 2.3. TENDER BULLETIN shall mean any amendments, addenda, corrigendum etc. issued by the OWNER with respect to the TENDER DOCUMENT.

- 2.4. Throughout TENDER DOCUMENT, the term BID and TENDER and their derivatives (BIDDER/TENDERER, BID/TENDERED, BIDDING/TENDERING, etc.) are synonymous, and day means calendar day. Singular also means plural.
- 2.5. Failure to furnish all information required by the TENDER DOCUMENT or submission of BID not substantially responsive to the requirements of TENDER DOCUMENT in every respect shall be at BIDDER'S risk and may result in the rejection of the BID.
- 2.6. This ITT does not in any manner impose any legal obligations on OWNER or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written CONTRACT executed between OWNER and the party claiming such contractual obligations or rights.

3. ONE BID PER BIDDER

- 3.1. A BIDDER shall submit only one bid in the same bidding process. A BIDDER who submits or participates in more than one bid, directly or indirectly, will result in disqualification of all the proposals, in which the BIDDER has participated. Alternative bids are not acceptable. By way of abundant caution, it is clarified that bids submitted by the partnership firm/proprietary firm having one or more common partner/same proprietor would be treated as submission of multiple bids by the same bidder resulting in disqualification of all such bids.

4. COST OF BIDDING

- 4.1. The BIDDER shall bear all costs associated with the preparation and submission of the BID and OWNER shall in no case be responsible or liable for this cost, regardless of the conduct or outcome of the BIDDING process.

5. SITE VISIT, IF APPLICABLE

- 5.1. The BIDDER is advised to visit and examine the sites of work and its surroundings and obtain for itself at his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at BIDDER's own expenses.
- 5.2. The BIDDER or any of its personnel or agents will be granted permission by the OWNER to enter upon its premises and land for examination, however it is subject to the express condition that the BIDDER, its personnel and agents, will release and indemnify the OWNER and its personnel and agents from and against any liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such examination.
- 5.3. Non familiarity with the site condition shall not be considered a reason either for withdrawal of BID after submission date or for extra claims. The cost of visiting the SITE shall be at the BIDDER'S own expense.

6. CONTENTS OF BID DOCUMENTS

- 6.1. The Bid Documents are those stated below - as applicable and should be read in conjunction with any corrigendum issued in accordance with clause 9 of Instructions to BIDDERS (ITB):
 - a) Section - I: Instructions To BIDDERS (ITB)
 - b) Section - II: Technical Scope of Work and/or Specifications
 - c) Section - III: Schedule of Rates (SOR)
 - d) Section - IV: General Terms of CONTRACT (GTC)
 - e) Section - V: Special Terms of CONTRACT (STC)
 - f) Section - VI: Forms and Formats

- 6.2. The BIDDER is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents.
- 6.3. The Bidding Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the BIDDER. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at BIDDER's risk and may result in the rejection of the Bid.

7. PRE-BID MEETING

- 7.1. Pre-bid Meeting shall be held as per details mentioned in this ITB to address the queries, if any, related to the TENDER DOCUMENT and Scope of Supply / Work.
- 7.2. A prospective BIDDER requiring any information or clarification of the TENDER DOCUMENT should notify the OWNER in writing by e-mail / post / courier as mentioned in the TENDER DOCUMENT. All questions / queries should be received by OWNER at least 2 (two) working days before scheduled date of pre-bid meeting.
- 7.3. Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the BIDDER, the BIDDER should endeavor to attend the same.
- 7.4. Any BIDDER, whether or not attending the Pre-bid meeting, shall have no right whatsoever, to raise any queries or concerns regarding any part of the TENDER DOCUMENT, post completion of 1st day from the pre-bid meeting date. The OWNER shall not be liable to respond to any such communication received from any BIDDER, subsequent to such defined time period.

8. AMENDMENT TO BIDDING DOCUMENTS

- 8.1. At any time prior to the deadline for submission of BID, the OWNER may, for any reason, modify the TENDER DOCUMENT by issuing corrigendum (tender bulletin), to clarify requirements, provide additional information, extend bid submission deadline or notify changes to the TENDER DOCUMENT issued earlier.
- 8.2. Any such revisions, corrigendum/addendums, if any, to the tender, will be hosted on e-Tendering portal only.
- 8.3. Corrigendum shall become part of the TENDER DOCUMENT. Specified content mentioned in the Corrigendum(s) shall override such respective contents of TENDER DOCUMENT. BIDDER(s) shall take into consideration of all the Corrigendum(s) before submitting the BID.
- 8.4. The OWNER may, at its discretion, extend the date of submission of BID in order to allow the BIDDER(s) a reasonable time to furnish their most competitive BID taking into account the Corrigendum(s) issued.

9. LANGUAGE OF BID

- 9.1. The BID prepared by the BIDDER and all correspondence and documents relating to the BID exchanged by the BIDDER and OWNER shall be in English language.
- 9.2. If any printed literature furnished by the BIDDER is in another language, it should be accompanied by an English translation of its pertinent pages. In such cases, for purposes of the interpretation of the BID, the English translation shall prevail. If such English translation is not available, the submitted document in other language will be deemed null and void for the bid submitted.

10. ZERO DEVIATION ACCEPTANCE

- 10.1. This is a Zero Deviation Bidding process. BIDDER shall ensure compliance of all provisions of the TENDER DOCUMENT and submit their BID accordingly. BID with any deviation to the TENDER DOCUMENT conditions shall be liable for rejection.
- 10.2. BIDDER shall furnish a declaration for Zero Deviation Acceptance as per the format given on the eTendering portal under Primary Stage.
- 10.3. Conditional BID shall not be acceptable.

11. EARNEST MONEY DEPOSIT (EMD)

- 11.1. BIDDER shall submit Earnest Money Deposit (EMD) along with the BID, as Bid security for amount specified on the e-Tendering Portal and/or narrated in this clause, failing which the BID shall be rejected. Earnest Money Deposit (EMD) can be paid in the form of Bank Guarantee as per format given in Tender (Ref. Annexure - A) or through RTGS/ NEFT to following GGL bank account. The UTR no. for the paid Earnest Money Deposit to be mentioned on GeM portal. *The Unique Transactions Reference* (UTR) number for the paid Earnest Money Deposit to be mentioned on GeM portal. OWNER will not be held responsible for any error while making online payment.

COMPANY NAME	GUJARAT GAS LIMITED
BANK NAME	KOTAK MAHINDRA BANK LTD.
CURRENT A/C NO.	08792560000040
IFSC CODE	KKBK0000879

- 11.2. OWNER shall not be liable to pay any bank charges, commission or interest on the amount of Earnest Money Deposit (EMD).
- 11.3. The Earnest Money Deposit (EMD) of the all unsuccessful BIDDER (s) shall be returned by OWNER, without any interest whatsoever, directly to the BIDDER (s) after conclusion of Bidding Process.
- 11.4. Bid security submitted in the form of Bank Guarantee shall be obtained by the BIDDER from reputed Indian Nationalized / Scheduled bank, shall only be acceptable as directed by the latest applicable GR from Government of Gujarat. The Bank Guarantee shall be valid for 3 months beyond the Bid Validity Period reckoned from the bid due date.
- 11.5. The Earnest Money Deposit (EMD) of the successful BIDDER shall be returned, without any interest whatsoever, only after receipt of Contract/Performance Bank Guarantee after CONTRACT award, as stipulated in CONTRACT terms.
- 11.6. The Earnest Money Deposit (EMD) amount may be forfeited:
 - 11.6.1. If any deviation from TENDER is sought by BIDDER with the submitted BID; or if BID is revoked, withdrawn or canceled by a BIDDER; or any term in the submitted BID is sought to be varied by a BIDDER, without the consent of OWNER in writing, during the Bid validity period.
 - 11.6.2. If the BIDDER fails to accepts correction of errors pursuant to ITB Clause No. 18.
 - 11.6.3. In case the BIDDER fails or declines to accept the CONTRACT or PURCHASE ORDER, awarded by OWNER in line with rates, terms & conditions mutually agreed in writing, including but not limited to withdrawing acceptance of the L1 rates, terms & conditions offered by the OWNER.
 - 11.6.4. In case of successful BIDDER, if the BIDDER fails to submit required performance security/Bank Guarantee in accordance with the provisions of the CONTRACT.
- 11.7. In case of occurrence of any of the circumstances listed under ITB Clause No. 11.6 above, OWNER reserves the right to take punitive actions, including, but not limited to, termination of any on-going contract(s) with OWNER and debarment/blacklisting of the BIDDER from future tendering/contract award.

11.8. BIDDER(s) eligible for exemption from payment of Earnest Money Deposit (EMD), as per Government rules, shall submit any of the below mentioned certificate/ proof/ document, valid as on the last date of bid submission, to substantiate the eligibility for exemption along with their bid within the bid submission deadline:

- **Micro, Cottage and Small Enterprise having a registration number under -**
 - Central Store Purchase Organization (CSPO) or
 - National Small Industries Corporation (NSIC)
 - Udyam Registration
 - Director General of Supply and Disposal
- **Any other specific type of firms exempted as per the Procurement Policy of Government of Gujarat.**

Exemption cannot be availed by:

- Firms registered as 'Medium' Enterprise under the Ministry of MSME (as per Udyam registration)
- Traders/ distributors/ sole agent.

12. ~~TENDER FEES~~ Not applicable as per GeM Guidelines

13. BID VALIDITY PERIOD

- 13.1. The BID shall remain valid for period as specified on the eTendering portal reckoned from the last date of BID submission. A BID valid for a shorter period shall be rejected by OWNER as non-responsive.
- 13.2. The OWNER may, at its discretion, extend the bid due date in order to allow prospective BIDDERS, a reasonable time to furnish their most competitive bid considering the amendments issued.
- 13.3. A BIDDER agreeing to the request shall not be required or permitted to modify his BID, but shall be required to formally extend the validity of its Earnest Money Deposit (EMD) for the period of the extension.
- 13.4. In case a BID is revoked, withdrawn or canceled by a BIDDER; or any term in the submitted BID is sought to be varied by a BIDDER, without the consent of OWNER in writing, during the Bid Validity Period, the OWNER shall forfeit Earnest Money Deposit (EMD) paid by the BIDDER along with BID. The OWNER also reserves the right to temporarily or permanently blacklist the BIDDER in such cases.

14. BID PREPARATION

- 14.1. The detailed requirements, specifications and scope for items/ services required are prescribed in the TENDER DOCUMENT. The BIDDER is expected to examine all instructions, forms, terms and specifications mentioned in the TENDER DOCUMENT.
- 14.2. The BIDDER is expected to thoroughly examine and understand TENDER DOCUMENT including all exhibits, annexures, Forms, Formats, drawings etc., enclosed in the TENDER DOCUMENT, before submitting the BID.
- 14.3. The successful BIDDER shall be expected to complete the Scope of TENDER DOCUMENT within the period stated in the TENDER DOCUMENT.
- 14.4. Failure to furnish all information required by the TENDER DOCUMENT or submission of a BID not substantially responsive to the TENDER DOCUMENT in every respect shall be at the BIDDER'S risk and responsibility and may result in rejection of its BID.
- 14.5. The BIDDER shall quote non-zero prices and/or within the permissible limits for all the line items strictly unless the same is allowed elsewhere in the TENDER DOCUMENT. The BID shall be rejected if BIDDER does not quote for any line item in the SOR.

- 14.6. BIDDER shall quote for all the items of SOR after careful analysis of cost involved for the performance of the completed item considering all provisions and terms & conditions of the SOR. In case of any activity, though specifically not covered in description of item under SOR, required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, or any other part of TENDER DOCUMENT, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 14.7. BIDDER or any of its personnel or agents shall be granted permission by the OWNER to enter its premises and land for the purpose of such visits, but only upon the express condition that the BIDDER, its personnel, and agents shall indemnify the OWNER and its personnel and agents from and against all liabilities in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

15. SUBMISSION OF BIDS

- 15.1. BIDDER shall submit the entire BID including Primary Bid, Technical Bid including supporting documents of BIDDER Qualification Criteria (BQC) and Price Bid electronically on portal of GeM (<https://gem.gov.in>) as detailed in the subsequent clause(s) below.
- 15.2. BID submitted by the BIDDER electronically on portal of GeM shall be final and binding to the BIDDER in all respect. It is noted and understood that the owner of the Digital Signature which is used for the BID submission electronically is having all the power and authorities, as required; on behalf of the BIDDER.
- 15.3. PRIMARY BID: Primary bid shall contain the following (formats as per either the eTendering portal or refer FORMS and FORMATS):
- a) BIDDER Information Form with all supporting documents – **Form to be filled up online provided on the eTendering portal**
 - b) Undertaking for unconditional acceptance of entire set of Tender Documents and Zero Deviation declaration – **Form to be filled up online provided on the eTendering portal**
 - c) Earnest Money Deposit (EMD) for the amount & in the manner specified in Clause No. 11 of ITB (Ref. Format - B in case of Bank Guarantee submitted as EMD – BIDDER shall submit hard copy of original Bank Guarantee) with related document for exemption or RTGS/ NEFT/ details.
 - d) Tender fees for the amount and in the manner specified in Clause No. 12 of ITB with related document for exemption or RTGS/ NEFT details.
 - e) Declaration on 'Other Criteria' – **Form to be filled up online provided on the eTendering portal**
 - f) Declaration of Relationship with GGL Employees – Form to be filled up online provided on the eTendering portal

In case there is/are any on-going and/or Past Litigation/Arbitration process of BIDDER with, either Gujarat Gas Limited, or any of the GSPC Group Companies, BIDDER shall *attach/upload details /list of such Past as well as on-going Litigation/Arbitration Proceedings, which shall include the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim, if any.*

GGL may evaluate the details of such litigation / arbitration proceedings and may at its sole discretions disqualify such bidder who is indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against GGL or GSPC Group Companies; and proceed with the bidding process. Further, the bidder shall provide any additional details/clarifications as may be require by GGL in this regard in time bound manner.

In case any Partner/Director/Proprietor of BIDDER Firm is/are Relative(s) of or have any financial or business transactions with any Employee(s) of Gujarat Gas Limited, the same shall be notified/declared by the BIDDER.

Further, in case such a conflict of interest arises post completion of tendering process or during the tenure of the Contract, the same shall be intimated to OWNER.

15.4. TECHNICAL BID: Technical bid shall contain following:

- a) Supporting documents required for BID evaluation as per BQC mentioned in Clause No. 19 of this document.
- b) All other details, data sheets & documents required to be submitted by the BIDDER as stipulated in the Technical Scope/Specifications.

Note: BIDDER to ensure that all the required documents as listed above are uploaded on GeM portal /submitted physically. In case any of the above are not uploaded/ submitted, the BID is liable for rejection.

15.5. COMMERCIAL BID: Unit Rates shall be strictly quoted /entered on the e-tendering portal as per the tendered Schedule of Rates (SoR). No hard copy submission will be accepted for commercial offer.

15.6. BID submitted/sent by e-mail, CD, DVD Pen Drive, facsimile etc. and/or to address other than one specifically stipulated in the TENDER DOCUMENT shall not be considered for opening/evaluation/award and shall be rejected.

15.7. BIDDERS are advised and encouraged to submit their BID on the eTendering portal well in time without waiting until the closure of the Bid Submission Date/Time. The onus for submission of BID within the stipulated Bid Submission Closing Date & time lies entirely with the BIDDER. OWNER shall not be responsible for any issues related to non-submission of BID by the BIDDER on the eTendering portal for any reasons.

16. MODIFICATION OR WITHDRAWAL OF BIDS

16.1. The BIDDER may modify, re-submit or withdraw its BID after the BID submission, provided that written notice for modification/withdrawal is submitted to designated OWNER'S representative, before the due date of submission of BID.

16.2. Modification shall be prepared, sealed and clearly marked by "Modification" / "Clarification" on the envelope.

16.3. No BID shall be modified after the deadline for submission of BID. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the BIDDER on the bid form. Withdrawal of a bid during this interval shall result in the BIDDER's forfeiture of its bid security, pursuant to clause No. 11 of ITB, and appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.

16.4. In case offered L1 rates acceptance is subsequently revoked, withdrawn or cancelled by a BIDDER OR in case such BIDDER declines to accept the awarded CONTRACT/PURCHASE ORDER, for any reasons whatsoever, the same will be construed as "Bid withdrawal". Such withdrawal at any stage within BID/Rate Acceptance validity shall result in forfeiture of BIDDER's bid security, pursuant to Clause 11 of ITB, and appropriate action as per OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.

17. EXAMINATION OF BIDS

17.1. The OWNER shall examine the BID(s) to determine whether they are complete and responsive, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and sealed, and whether the BID are generally in order.

17.2. BIDDER is required to furnish the complete and correct information / documents required for evaluation, as specified in TENDER. If the information / documents forming basis of evaluation is found to be false / forged,

the same shall be considered adequate ground for rejection of the BID and/or forfeiture of Earnest Money Deposit (EMD) and/or temporary or permanent debarment /blacklisting of BIDDER by OWNER for future business and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.

- 17.3. In case, the information / document furnished by the BIDDER forming basis of evaluation of his BID is found to be false / forged after the award of the CONTRACT, the OWNER shall have full right to terminate the CONTRACT and get the remaining job executed at the risk & cost of such BIDDER without any prejudice to the other rights available to OWNER under the CONTRACT such as withholding / forfeiture of Performance Bank Guarantee/ Security Deposit, any other payment etc. and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.
- 17.4. In case this issue of submission of false document comes to the notice after execution of work, the OWNER shall have full right to withhold / forfeit any amount due to the BIDDER along with withholding/ forfeiture of Bank Guarantee/ Security Deposit furnished by the BIDDER, along with temporary or permanent blacklisting of BIDDER for future business with OWNER and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.
- 17.5. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those BIDDERS, whose Techno-commercial / Un Priced bid contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened. Conditional bids will not be accepted.
- 17.6. The OWNER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the OWNER and may not subsequently be made responsive by the BIDDER by correction of the non-conformity.
- 17.7. The OWNER will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects and qualification criteria are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the OWNER will examine and compare the technical aspects of the bids on the basis of the information supplied by the BIDDERS.
- 17.8. Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 17.9. In case BIDDER is blacklisted or put on holiday or debarred by OWNER or any of the GSPC Group Companies, during BID evaluation / empanelment period/award period, shall make the BIDDER liable for disqualification for tender/contract award, at the sole discretion of GGL.
- 17.10. Vendor indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against GGL or GSPC Group Companies, will not be considered as eligible for bidding process.
- 17.11. BID submitted by the BIDDER electronically on portal of GeM shall be final and binding to the BIDDER in all respect. The bid submitted online using digital signature of BIDDER Firm validly registered with the eTendering portal and shall be deemed to have all the required authorities and bid submitted shall be binding to the Firm.

18. CLARIFICATIONS / SHORTFALL DOCUMENTS SUBMISSION

- 18.1. BIDDERS are advised and encouraged to ensure submission of complete & comprehensive information/documentation in the first instance itself with all necessary documents as listed in Clause No. 15 above.

- 18.2. After submission of bid, during Primary/Technical Bid Evaluation, OWNER may, at its discretion, seek clarifications/submission of shortfall documents from BIDDER. However, there is no obligation on part of OWNER to seek any additional/missing details not submitted in the first instance.
- 18.3. The request for clarifications/submission of shortfall documents shall be issued via eTendering Portal & BIDDER need to respond within the date and time as specified on the eTendering Portal. If the BIDDER does not comply or respond by the stipulated timeline, the bid will be liable for rejection / disqualification.
- 18.4. Only related shortfall documents as required by the Bidder Qualification Criteria (BQC) / BQC Checklist may be sought during Primary and/or Technical Evaluation (as applicable considering eTendering portal provision) to address any missing or incomplete information in the original bid submission by the BIDDER. Such documents are typically historical documents that were required at the time of bid submission.
- 18.5. For cases wherein, the required documents are submitted by BIDDER as per the BQC / BQC Checklist, however; the same does not meet the qualification criteria as specified in the Tender, shortfall documents will not be sought from BIDDER for the same.
- 18.6. The shortfall information/ documents submitted by the BIDDER in response to Clarification Request / Query raised by OWNER shall be historical data and/or documents based on the historical data which pre-existed at the time of the final bid submission date and which have not undergone change since then.
- 18.7. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification raised by the BIDDER shall be responded.
- 18.8. Only single opportunity will be given to BIDDERS each during Primary bid evaluation and Technical Bid Evaluation process for submission of Clarifications/shortfall documents on e-tendering portal against the Query raised by GGL.
- 18.9. In all cases, once the Bid Evaluation is concluded, no shortfall documents of whatsoever nature will be sought OR accepted.
- 18.10. As per Clause No. 10, in case BIDDER submits BID with any deviation to the TENDER DOCUMENT conditions, the BID shall be liable for rejection & no shortfall documents or clarification will be sought from such BIDDER.
- 18.11. Pursuant to Clause No. 17.2, if the information / documents forming basis of evaluation is found to be false / forged, OWNER shall neither seek nor allow any additional/alternate document submission against the false / forged document & appropriate action will be initiated as per GGL prevailing Policy.
- 18.12. GGL reserves the right for acceptance or rejection of any/all documents received during Evaluation.
- 18.13. Any documents submitted by BIDDERS alongwith representation on the GeM portal, post technical evaluation conclusion shall not be considered for evaluation.,.

19. ARITHMETIC CORRECTIONS

- 19.1. In case of any discrepancy between prices in figures and prices in words, the prices in words shall be valid and binding. In case of any error in total indicated by the BIDDER, the unit price alone shall be considered valid and binding on the BIDDER. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

If the BIDDER does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

20. BIDDER EVALUATION/QUALIFICATION CRITERIA (BEC/BQC):

- 20.1. The BIDDER who intends to participate shall submit all the necessary supporting documentary evidence mentioned below for qualification & to establish the BIDDER'S claim of meeting BEC/BQC. Bid Qualification Criteria (BQC) attached for your reference.
- 20.2. The job executed by a BIDDER for its own concern cannot be considered as experience for Bid evaluation.

NOTE: The validity of qualification under the above tenders will be 1 year from the date of commercial bid opening. Qualified bidders may be considered as empanelled bidders for any subsequent new requirements for the above tendered categories during this period, at the sole discretion of GGL.

21. NON-TRANSFERABILITY OF THE TENDER DOCUMENTS

21.1. Tender Documents are non-transferable. The BIDDER to whom the tender documents are issued may only furnish the bid in case of limited tender and the bid received from any party, other than to whom the tender documents are issued, shall be rejected, immaterial of fact of any relationship between the party to whom tender documents are issued and the party, who furnished the bid.

22. EVALUATION AND COMPARISON OF BIDS

22.1. The OWNER will evaluate and compare bids previously determined to be substantially responsive pursuant to requirements stated in the ITB.

22.2. The evaluated price of bidders shall include the following or as asked for in the SOR:

- a) Total Price shall be inclusive of packing, forwarding, transportation and any other costs incidental for delivery of goods to the designated site, installation, testing, pre-commissioning, commissioning including transit insurance and all insurance required till commissioning, as applicable.
- b) The Price evaluation will be carried out by OWNER on entire Tender/SOR Basis (Total Value wise). However, OWNER reserves the right to award CONTRACT considering lowest evaluated bid or rates based on the least cost to the OWNER at its sole discretion.

22.3. The OWNER may, at its discretion, reserves the right to open the commercial bids of technically qualified bidders at any time, post completion of evaluation of technical stage on GeM. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the opening of technical stage and/or commercial stage, without incurring any liability to the affected BIDDER or BIDDERS or any obligations to the affected BIDDER or BIDDERS, the reason for the OWNER's action.

22.4. In all cases, the OWNER will accept only single L1 bid. In case more than one L1 bid is received, OWNER may at its sole discretion conduct eReverse Auction and/or Commercial negotiations with all the L1 bidders to derive the single L1 bid. If more than one L1 bids are received again after the eReverse Auction and/or Commercial negotiations, the single L1 BIDDER will be decided through manual draw system to be conducted in presence of all the L1 BIDDERS.

22.5. In cases where more than one identical non-L1 Bids are received, OWNER may at its sole discretion may select required number of Contractors through manual draw system to be conducted in presence of all such non-L1 BIDDERS.

23. AWARD CRITERIA

23.1. OWNER will award the CONTRACT to the BIDDER qualified as per criteria mentioned in ITB Clause No. 19 and whose bid has been determined to be the lowest evaluated bid pursuant to ITB Clause No. 21. The CONTRACT will not be awarded to any other party proposed by the BIDDER, irrespective of the nature of relationship of BIDDER with any other party.

22.2 OWNER reserves the right to split the quantities among more than one bidder at it's sole discretion without assigning any reason with split ratio of minimum 60% of total business volume to the L1 bidder and balance business volume to non L1 BIDDERS subject to acceptance of the L1 rates and in order of their Commercial ranking. Preference for placing the significant quantum of order by OWNER will be on the successful BIDDER whose bid has been determined to be the lowest evaluated bid. The quoted rates should hold good for such eventualities.

- 22.3 In case none of non-L1 bidders accept the L1 unit rates, GGL may, at its sole discretion, award the full tendered volume of respective Tender/SOR/Cluster/Location/GA/Sub-Tender to L1 bidder. In such case, the L1 bidder shall be bound to perform & deliver as per awarded volume in line with GGL business requirement & as per contractual obligations. The quoted / negotiated rates should hold good for such eventualities.

24. OWNER'S RIGHT TO VARY QUANTITIES

- 24.1. OWNER reserves the right to increase or decrease the quantities specified in the Schedule of Rates during the CONTRACT period, without any change in unit price or other terms and conditions.
- 24.2. BIDDER shall note that the quantities mentioned against each item of Schedule of Rates are tentative only and subject to change based on actual requirements. The OWNER, at its sole discretion, may consider partial Schedule of Rates based on actual requirements for award of CONTRACT. The quoted rates should hold good for such eventualities.
- 24.3. The unit rates quoted by the BIDDERS shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission except as specified in the Tender Documents.

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

- 25.1. OWNER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected BIDDER or BIDDERS or any obligations to inform the affected BIDDER or BIDDERS the reason for the OWNER's action.

26. NOTIFICATION OF AWARD

- 26.1. Prior to the expiration of period of bid validity in accordance with ITB Clause No. 13, the OWNER will notify regarding the award of CONTRACT to the successful BIDDER(s) by e-mail/letter. The notification of award will constitute the formation of the CONTRACT.

BID QUALIFICATION CRITERIA (BQC)

TENDER DESCRIPTION:	Supply, Installation, Testing and Commissioning of Air Conditioners at GGL Bathinda GA.
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SN	Criteria	Supporting Documents
1	Bidder should have minimum 3 years work experience in Supply, Installation, Testing and Commissioning of Air Conditioners preferably with Multinational companies/ Corporates/ PSUs.	A) Bidders not associated with GGL shall submit Purchase Order or Completion Certificate by client/ Performance Certificate / any other relevant document for the same Purchase Order for fulfilment of the criteria specified herein. B) Bidders associated with GGL (existing and previously) shall submit GGL Purchase Order for fulfilment of the criteria specified herein (Note- The proof of documents shall be as per the preferred client's criteria only)
2	The bidder should have direct authorization for supply/Sales of AC machines from the OEM or Distributor or Dealer or authorized Retailers for multiple Air Conditioners models	Submit copy of certificate issued from OEM or direct Company or authorised Distributor or Dealer for supply/sales of ACs machines. Note- Refer SOW, Annexure-1 Specifications.
3	The bidder must have an established and operational service centre for air conditioners at the Bathinda location. Each service centre must have been operational for a continuous period of at least one (1) year prior to the issuance of the Purchase Order (PO).	As a proof to have an established and operational service centre for air conditions, the bidder shall submit the following documents for Bathinda location: ➤ Valid address proof (rental agreement/utility bills/property documents).

BID QUALIFICATION CRITERIA (BQC)

TENDER DESCRIPTION:	Supply, Installation, Testing and Commissioning of Air Conditioners at GGL Bathinda GA.
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		<ul style="list-style-type: none">➤ Statutory registration documents (GST, Shop Act License, etc.).➤ Self-declaration or affidavit confirming one-year continuous operation.➤ Furnish documents include copies of Purchase Orders/Work Orders or performance certificates issued by the clients such as MNCs, PSUs or reputed Corporates operating at those respective locations.
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**** No buyback option for ACs available at any location.**

Bathinda GA Office Address:
Opposite to Lake No. 3,
Beside Green Resorts (Handi Restaurant),
Goniana GT Road
Bathinda - 151003
Punjab

Note: (Most Important):

- Bidder shall submit all qualification documents (preferably colour scan copy). No additional documents in the physical form shall be considered.
- Bidder shall submit all supporting documents in English language only. In case the certificates/ documents are in a language other than English, translated documents of the same, duly attested by a third-party agency, shall however be submitted along with the technical bid
- All qualification documents as mentioned above falls under rejection category and non-submission of any of the requisite documents shall make the bid liable for rejection summarily.
- For Bidder associated with GGL, Documentary evidence for work completion (i.e. Invoice / Inspection Release Note / Completion Certificate / Performance Certificate) against Gujarat Gas Limited Purchaser Order/ Work order/ contract is not required. However, the same will be verified by GGL internally and Technical evaluation will be carried out by GGL as per criteria considering submitted PO/work order/contract.

BID QUALIFICATION CRITERIA (BQC)

TENDER DESCRIPTION:	Supply, Installation, Testing and Commissioning of Air Conditioners at GGL Bathinda GA.
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- All qualification documents as mentioned above falls under rejection category and non-submission of any of the requisite documents shall make the bid liable for rejection summarily.

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

Subject: Scope of Work - Air Conditions - Bathinda GA

Ref. Documents:

Document No	Document Subject
GGL/F&A,IR & Admin/2025/11/240350	Scope of Work - Air Conditions - Bathinda GA

Brief scope of contract would be covering below items;

- a) Site visit & Planning.
- b) Execution as per planning and Delivery within stipulated timeline. Delivery of machines within 15 days from the award of the contract. Installation, testing and commissioning within 30 days from the award of the contract.
- b) Reviewing the condition and place of the evaporative & condensing units, existing duct infrastructures and the length of the refrigerant pipes, cables and other materials required for the work and also quantum of site work for installation of the new AC units at respective locations.
- c) Transportation- Delivery of machines to be done at the specified locations as per PO.
- d) Supplying, Testing, Installation, Commissioning of new AC units.
- e) Civil & plumbing Work.
- f) Complete Testing after installation of the machines and submission of test reports with all technical parameters.
- g) Training and Documentation.
- h) Warrantee on machines- Minimum 12 months on machine & Minimum 5 years on compressors.
- h) Handover of system to GGL representative along with individual installation, testing and commissioning reports.

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

i) After Sales services- services to be provided by supplier without any extra charges till the warrantee period of machine and compressor is over.

Broad scope of work is stated as below:

Note: However, any work even if not specifically mentioned but reasonably implied for the successful installation and commissioning of Air Conditioning Units shall be construed as a part of the scope of work.

1. Contractor shall supply, install and commission the GGL approved Make & Model ACs at Bathinda GA as mentioned in PO.
2. Contractor shall visit the site and submit the report for the delivery of the machines and planning with timeline for execution of installation and commissioning work.
3. The Contractor shall mobilize sufficient resources including all Tools & Tackles as required for the job, based on the target date of completion. All the lifting tools & tackles used by the contractor shall be duly tested & certified by authorized agency.
4. The contractor shall provide all materials, auxiliary equipment and consumables required for completion of the job including operation of auxiliary equipment.
5. The contractor will deliver the units/machines as per the requirement and standards. The transportation of the machines and the delivery of the machines is in the scope of the contractor.
6. Contractor will ensure that no damage is caused to the aesthetic look of the building while installation of the machines. Any damage if caused, during the course of work to be reinstated by the contractor into original condition.
7. All the machines must be genuine and as per the order. Any variation shall not be tolerated. Any scratches on the Unit (particularly indoor units), while installation by contractor, shall not be acceptable as it impacts on its outlook/décor of the unit.
8. The site described and shown on the plans, shall be cleared off all the rubbish of all kinds etc. completely. After completion of the work and the site shall be handed over in clean and neat condition.
9. In the absence of specifications for any work or material, relevant Indian Standard Specifications shall be applicable.
10. Installation of machine at height inside or outside premise shall be the sole responsibility of supplier to cater the installation process. Also supplier team has to take prior permission/permits, if applicable, from the company representative (user Dept.) before working at height or using scaffolding.
11. GGL shall ask bidder to supply any of the Make/Model that meets all the specifications indicated in the **Annexure – I**.

Below is the brief description of each item allied to or part of AC and it has to be as per below specifications.

1. EVAPORATIVE AND CONDENSING UNITS:

- 1.1 All old piping & attachments from the locations are to be dismantled. The area is to be cleaned, painted or all minor civil works, required for installation of the evaporative units, are to be carried out.
- 1.2 Condensing units of all AC units shall be installed at the roof or at the site/point as identified by the local Admin In-charge. The pipeline and cables connecting the evaporative & condensing units should be

SCOPE OF WORK

TENDER DESCRIPTION- Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.

CONTRACT DURATION: 7 years

APPLICABILITY OF CONTRACT: Bathinda Office (Bathinda GA)

routed through the existing cable tray and conduit pipe only. Those should not be visible from outside of building. And in the case if alternate arrangement is required to be done, then prior permission with valid reason to be acquired from Admin person.

- 1.3 Electrical connection to all new AC units shall be provided from the most appropriate panels so to avoid any short-circuit.

2. REFRIGERANT GRADE COPPER TUBING

- 2.1 installation, testing and commissioning of refrigerant grade copper tubing in ceiling / wall interconnecting condensing and evaporative units duly insulated with insulation to prevent any heat loss, suitable sizes as per standard specifications

3. CONTROL AND POWER CABLES, MCB:

- 3.1 Supply, installation, testing and commissioning of power/ control cables of PVC sheathed flexible copper wire complete with earthing (if required then only, as the scope is for replacement of the old ACs so, might be earthing could be readily available) between evaporative and condensing units, between AC units and power supply panel and all other cables, electrical fittings etc. required for the work. The supply and installation of OFF/ON unit of each AC, MCB etc. shall be done at suitable location approachable to all, if required. All external cables shall run in cable trays.

4. DRAIN PIPING:

- 4.1 Supply, installation, testing and commissioning of rigid heavy duty UPVC drain piping (20/25/32 mm dia) suitable for 10 kg/ cm² pressure rating for evaporative units complete with necessary elbow, tees, reducers, brass connector between GI and PVC pipe etc. The drain piping shall be laid as per the site condition with the existing drain pipe. It should be assured that the drain pipe ends at a surface where the water from drain pipe does not damage other installations or aesthetic look of the building.

5. AIR DISTRIBUTION:

- 5.1 The supplied evaporative units shall be hooked up with the existing ducts. Thus, necessary ducting for hook up is to be supplied and installed. The spec and design of the hook-up duct is to be made by the contractor and shall be preferably approved by EIC before fabrication. The duct may be fabricated at site to suit pieces and as per site requirements.
- 5.2 Minor modifications in the existing ducting infrastructure for proper air distribution in all chambers in the building shall be under the scope of this contract and need to be done by contractor.

6. OUTDOOR STANDS:

Providing, erecting, fabricating the M.S. structure as per requirement on site incorporating proper size of M.S. angles, flats, bars, channels, Welded mesh, sections complete with cutting, welding, grinding & finishing duly painted with one coat of red oxide with erection on site as per direction of engineer in charge with necessary grouting, cementing, plastering & finishing for outdoor unit protection/Safety.

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

7. CONTROL:

7.1. If applicable, microprocessor LED display type controller should be installed. The control system should be located properly for proper visibility and ease in operation.

8. CIVIL WORKS:

8.1 All **civil works** for installation of the pipes, zari work, core cutting, cables etc. shall be carried out by the contractor and site should be handover in finished manner

9. WORKMANSHIP

9.1. The installation shall be carried out in accordance with the best engineering practices to the complete satisfaction of the GGL site engineer/Safety person to ensure proper return, and vibration-free and noise-free installation. Any damage to the walls, building, floor, tiles, etc. during the installation of the ACs shall be rectified by the contractor on its own cost. Apart from other operational and safety controls, provision shall also be made for manual reset with HP/LP cut out and for non-recycling control relay.

All the parts must be original.

10. TESTING

The actual refrigeration capacity of the evaporative unit as tested at site shall not be below the capacity under the specific conditions as contained in the manufacturer's literature forming a part of the contract - but in no case less than the capacity specified in the tender.

11. ON-SITE SUPPORT

Vendor shall provide free service support for duration warranty period from the date of handing over of the system to GGL. This implies that in case of any problem with regard to system functionality as a whole, which encompasses hardware or software problems, GGL shall intimate the same to the vendor for suitable assistance. In order to troubleshoot / fixing the same, vendor will depute a suitable service engineer without charging any cost to GGL basis for the required duration within 24 hrs. of intimation from GGL.

12. WARRANTY

The system shall carry at least 12 months' warranty from the date of successful commissioning. It shall include repair and replacement of all component's evaporative coils, filters, refilling of refrigerant, lubricant oil, PCB etc. during warranty period, The Compressor shall carry a separate warranty of atleast 60 months.

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

13. Comprehensive Annual Maintenance Contract Post Warranty:

Upon completion of the 12-month product warranty and 60 months warranty on Compressor (s), the supplier shall provide a Comprehensive Annual Maintenance Contract (AMC) for a period of 3 years.

13.1 The comprehensive AMC shall include:

- All preventive and corrective maintenance
- Replacement/repair of defective parts including PCB, evaporator and condenser coils, sensors, thermostats, filters, R32 gas etc.
- Labour, transportation and service charges
- Preventive maintenance visits (minimum 4 per year)
- Emergency service response within 48 hours of complaint

13.2 Exclusions:

- Damages due to force majeure events
- Intentional misuse or unauthorized modifications

13.3 Service Documentation:

The vendor shall maintain detailed service logs and submit AMC reports periodically for review by the designated GGL official.

14. Payment terms and conditions

- 75% of the total contract value shall be disbursed to the vendor upon successful supply, installation, testing, and commissioning of the air conditioning system.
- 5% of the total contract value shall be disbursed upon completion of the 1st year of the AMC period. This period commences after the completion of 1 year of warranty period of indoor Units, means the AMC period will commence from the 2nd year from the date of procurement.
- 5% of the total contract value shall be disbursed upon completion of the 2nd year of the AMC period.
- 5% of the total contract value shall be disbursed upon completion of the 3rd year of the AMC period.
- 5% of the total contract value shall be disbursed upon completion of the 4th year of the AMC period.
- 5% of the total contract value shall be disbursed upon completion of the 5th year of the AMC period.

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

Note: The comprehensive AMC of inverter ACs will commence upon the completion of the warranty period (12 months).

15. DOCUMENTATION:

15.1 Upon receipt of the purchase order, but prior to the start of the work, the supplier shall submit the complete layout drawing of the system for approval by the EIC.

15.2 Bill of material including list of items, procured from outside agencies shall be submitted.

15.3 Technical datasheet of all items in the system shall be submitted.

15.4 As built drawing of the layout shall be submitted after completion of the work.

15.5 Supplier team shall have to maintain entry at GGL gate/security and also submit installation report copy to security personnel.

16. PENALTY:

1) Delay in machines delivery by one week from the given deadline- **Rs. 1000/- for one-week period of delay**

2) Supply of damaged machines/component and hence replacement taken place and delayed in the installation- **Rs. 500 per day of delay**

3) Variation in ordered items- **Rs. 1000/- per piece/machine.**

4) Installation timelines not meeting – **Rs. 25 per day till the date on which work gets fully completed**

5) Any kind of damage to the GGL property or assets - **70 % cost of the property/asset's actual cost.**

6) Supply of any part which is not genuine (supply under warranty period) - **Rs. 1500/- per incident**

7) Breaching of Safety norms of GGL- **Rs. 1000/- one time or per incident**

8) Showing irresponsibility in after sales services (experiencing the same for 2-3 times) – **Rs. 200 per incident**

17. TERMINATION:

The Service Provider shall abide all the terms & condition of contract. In case of breach of any of the terms & condition, the Owner shall be at liberty to terminate the contract without any notice to Service Provider and Service Provider shall have no claim for compensation of any loss that he may incur on this account. For any legal matter Ahmedabad shall be the jurisdiction.

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

SCOPE OF WORK

TENDER DESCRIPTION-	Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.
CONTRACT DURATION:	7 years
APPLICABILITY OF CONTRACT:	Bathinda Office (Bathinda GA)

Annexure-I- Specifications

Technical specification sheet for both 1.5 Ton and 2 Ton 5-Star Inverter Split Air Conditioners:

Parameter	1.5 Ton Inverter AC (5 Star)	2 Ton Inverter AC (5 Star)
Type	Split Inverter Air Conditioner	Split Inverter Air Conditioner
Cooling Capacity	~ 5.2 kW	~ 6.0 – 6.5 kW
Star Rating	5 Star (as per latest BEE guidelines)	5 Star (as per latest BEE guidelines)
ISEER Value	≥ 5.0	≥ 5.0
Annual Power Consumption	~ 850 – 900 kWh/year	~ 1000 – 1100 kWh/year
Compressor Type	Rotary / Scroll (Variable Speed Inverter)	Rotary / Scroll (Variable Speed Inverter)
Condenser Coil	100% Copper	100% Copper
Refrigerant	R32 (Eco-friendly, Low GWP)	R32 (Eco-friendly, Low GWP)
Voltage Requirement	230V, 50 Hz, Single Phase	230V, 50 Hz, Single Phase
Cooling Coverage Area	~ 120 – 180 sq. ft.	~ 200 – 260 sq. ft.
Noise Level (Indoor Unit)	≤ 45 dB	≤ 45 dB

Common Features (for both capacities):

- Inverter compressor with energy-efficient performance
- Stabilizer-free operation (typically within 145V–290V)
- Anti-dust / PM2.5 air filters
- Sleep mode, Turbo mode, Auto restart

SCOPE OF WORK

TENDER DESCRIPTION-

Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.

CONTRACT DURATION:

7 years

APPLICABILITY OF CONTRACT:

Bathinda Office (Bathinda GA)

- LCD remote control with timer and display
- Self-diagnosis function
- Eco mode for power savings
- Wall-mounted indoor unit with LED indicators
- Wi-Fi-enabled (optional, model-dependent)

Standard Accessories:

- Indoor and Outdoor Units
- Remote Control
- Copper Piping
- Drain Pipe
- Mounting Brackets
- User Manual & Warranty Card

Warranty:

- 12 months on the machine
- 5 years on the compressors.

Technical Specifications for AC outdoor Unit Protector Split AC Protector for Heat and Sun Roof, Heat Insulated, Protection from Sun/Outdoor Unit cover for Sunlight:

Feature	Description
Application	Split AC Outdoor Units (Universal Fit)
Material	High-quality, UV-resistant, weatherproof fabric (e.g., polyester or PVC-coated)
Protection	Protects against UV rays, extreme heat, rain, wind and dust
Insulation Layer	Heat-insulated inner lining to reduce heat absorption
Energy Efficiency	Reflective surface minimizes heat build-up, helping the AC operate efficiently
Durability	Tear-resistant and fade-resistant; suitable for year-round outdoor use
Fit & Installation	Designed for snug fit, includes adjustable straps/elastic edges for secure placement
Maintenance	Washable and easy to clean
Compatibility	Compatible with most 1–2 Ton split AC outdoor units

SCOPE OF WORK

TENDER DESCRIPTION- Supply, installation, testing, and commissioning of air conditioners along with outdoor unit protectors (heat and sun roof covers) for split ACs and a 6-year comprehensive AMC for the ACs after the warranty period, at Bathinda GA.

CONTRACT DURATION: 7 years

APPLICABILITY OF CONTRACT: Bathinda Office (Bathinda GA)

Color (optional)	Options	
		Neutral colors like grey, beige, or white for minimal visual impact

Note- GGL will reserve the rights for selection of any brand and reserves rights for the make or model which doesn't meet the specifications requirement as mentioned above.

SECTION-III:
PRICE BID FORMAT (SOR)

Section III -SCHEDULE OF RATE (SOR)

(Attached Separately)

SCHEDULE OF RATES (SOR)

TENDER DESCRIPTION: Supply, Installation, Testing, Commissioning and 6 years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units - Bathinda Office (Bathinda GA)

BID NO: GEM/2025/B/6897076

Sr. No.	Description	UOM	Qty. (approx.)	Unit Rate excluding GST (Rs.)	GST (%)	Unit Rate with GST (Rs.)	Total Amount with GST (Rs.)
	SPLIT INVERTER TYPE AIR CONDITIONERS- 2 TR (5 STAR)	No	6			-	-
	EXTRA COPPER PIPING WITH ELECTRICAL CABLE FOR UPTO 2 TR CASSETTE/INVERTER ACs	RFT	250			-	-
	EXTRA UPVC DRAIN WITH 6MM THK. NITRILE RUBBER INSULATION -20MM DIA	RFT	150			-	-
	FABRICATION STAND	No	6			-	-
	EXTRA ELECTRICAL CABLE – 2.5 sqmm, 4 CORE FOR UPTO 2.0 TR SPLIT ACs	RFT	500			-	-
	RCC CORE CUTTING-UP TO 100 mm Dia./200 mm Thick Wall/Beam/Slab	EA	6			-	-
	ZARI,WORK,AC,SYSTEM (ONLY CHIPPING WORK)	RFT	300			-	-
	Cover, Sun, Heat, AC, Outdoor	EA	20			-	-
	Comprehensive AMC of Split Air Conditioners (Per ton per year, rate to be mentioned)	Ton	72			-	-
Total maount in Rs ,Incl.GST							-

Note:

(1) Quantity column to be modified to capture break-up as per current requirement of F&A corporate department

(2) It is mandatory to quote non-zero rate for all line items of the SOR failing to which bid shall be rejected on entirety.

(3) Above quantities are estimated. However, there is no obligation on the part of GGL to execute the above quantities and the actual consumption will be as per business requirements only.

(4) At the time of award of CONTRACT(s) to the successful Bidder(s), unit rates shall be rounded off to Two (2) decimal places.

(5) Rates quoted by bidders shall be inclusive of all charges freight, packing and forwarding , loading and unloading expenses,Transit Insurance etc.

(6) 6 (six) years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units



SECTION IV:
GENERAL TERMS OF CONTRACT (GTC)

**Supply, Installation, Testing, Commissioning and 6 years
comprehensive Annual Maintenance Contract of Air
Conditioners upon the completion of the warranty period
of the indoor units - Bathinda Office (Bathinda GA)**

BID NO: GEM/2025/B/6897076

DEFINITIONS:

Following definitions shall be applicable for the entire CONTRACT.

AFFILIATE	Shall mean in relation to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by that Party, or is under common control along with that Party. It being understood that the term “control” used herein means ownership by one Person of more than fifty percent (50%) of the voting securities of the other company, or such a Person having the power to direct, administer and dictate the policies of the other company or where such Person has the ability or entitlement to appoint a majority of the Board of Directors of the other Person even where the voting securities held by such a Person exercising such effective control in that other company is less than fifty percent (50%) and the term “controlled” shall be construed accordingly.
AMENDMENT	Shall mean the addition to and/or the deduction from quantity or scope of work or CONTRACT/Rate validity or any other way of varying the CONTRACT.
BOOKS AND RECORDS	Shall mean comprise a Party’s books and records in relation to the matters pertaining to this CONTRACT including, without limitation, its corporate books, bank statements, books of account and supporting documentation (including, without limitation, invoices), whether in paper or other form.
CLAIMS	Shall mean liens, claims, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action, of whatever nature, including without limitation, those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns.
CONTRACT	Shall mean these GENERAL TERMS of CONTRACT, together with the SPECIAL TERMS of CONTRACT, Letter of Award (LOA) / Purchase Order/ Rate Contract/ Call out Order, including AMENDMENT(s) and all exhibits/ appendices attached hereto and/or incorporated by reference, as originally executed or, as may from time to time, be supplemented or amended in accordance with the applicable provisions hereof.
CONTRACT PERIOD	Shall mean the period in which CONTRACT shall be valid and in force.
CONTRACT VALUE	Shall mean the price payable to the CONTRACTOR under the CONTRACT for the full and proper performance of his contractual obligations and shall be based on the actual GOODS supplied/SERVICES rendered & certified by OWNER and/or Third Party Inspection Agency.
CONTRACTOR/SELLER	Shall mean the person, firm, Limited Liability Partnership/Company (LLP/LLC) or company with whom CONTRACT is entered into by the OWNER for providing GOODS/SERVICES. The term includes its legal representatives, successors and assigns.
CONTRACTOR GROUP	Shall means the CONTRACTOR and its AFFILIATES, agents and its or their employees, directors and/or officers, legal representatives, successors and assigns.
CONTRACTOR’S EQUIPMENT	Shall mean any item supplied or used by the CONTRACTOR and/or its SUBCONTRACTORS pursuant to this CONTRACT.
CONTRACTOR’S PERSONNEL	Shall mean the employees, directors and/or officers, legal representatives, successors and assigns of the CONTRACTOR GROUP employed, engaged or provided under this CONTRACT.
CONTRACTOR REPRESENTATIVE	Shall mean the person appointed from time to time by the CONTRACTOR and notified in writing to the OWNER to act as its representative for the purpose of this CONTRACT or, in absence of such notification, the CONTRACTOR.
DELIVERY POINT/SITE	Shall mean the point/location/region for delivery of GOODS and/or execution of SERVICES designated by the OWNER.
FORCE MAJEURE	Shall mean act of God, flood, drought, earthquake, cyclone or other disaster, epidemic, plague, fire, act of war or like event which are unpredictable and

	outside the reasonable control of the affected PARTY, and which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which, or any consequences of which, have a material and adverse effect upon the performance by the affected PARTY of its obligations under this CONTRACT.
GTC	Shall mean the General Terms of CONTRACT.
GOODS	means the goods/materials specified in this CONTRACT to be supplied by the CONTRACTOR pursuant to and in accordance with the performance parameters & terms of this CONTRACT and complete in all respects to comply with the specifications and requirements stipulated in this CONTRACT.
GOODS AND SERVICES TAX (GST)	Shall mean the tax chargeable under the relevant GST Act on the supply of goods or services or both in India and the importation of goods or services or both into India, as applicable from the date of enactment. More specifically, <ul style="list-style-type: none"> • Central Goods and Service Tax (“CGST”) shall mean the tax chargeable under Central Goods and Services Tax Act 2017. • Integrated Goods and Service Tax (“IGST”) shall mean the tax chargeable under Integrated Goods and Services Tax Act 2017. • State Goods and Service Tax (“SGST”) shall mean the tax chargeable under the respective State Goods and Services Tax Act 2017. Union Territory Goods and Service Tax (“UTGST”) shall mean the tax chargeable under the respective Union Territory Goods and Services Tax Act 2017.
GST ACT/ GST LAW	Shall mean any Act/Law imposing or relating to the imposition or administration of Goods and Services Tax, including any Cess or Surcharge, in India and any regulation or rules made under that Act or similar provision governing the operation of the law. Unless expressly stated otherwise in the Contract, words and expressions which have a defined meaning in the GST Act have the same meaning as in this CONTRACT.
GOVERNMENT / GOVERNMENT AUTHORITY	Shall mean the Government of India or State Government or any department, authority, ministry, commission, instrumentality, or agency of the Government, or any central, regional, local or municipal authority; any court or governmental tribunal, quasi judicial or any regulatory authority or any other authority of the Government lawfully exercising jurisdiction over CONTRACT and/or the operations arising out of CONTRACT whether under an Act of Parliament, or any state legislature or otherwise.
HSE NORMS	Shall mean the Health, Safety and Environmental (HSE) norms of the OWNER which are to be followed by the CONTRACTOR to ensure safety in the OWNER’s business and which are based on generally accepted standards, procedures and practices in the natural gas industry.
HSN	Shall mean Harmonized System of Nomenclature, as defined under GST LAW, for classification of materials for GST applicability.
INTELLECTUAL PROPERTY RIGHTS (IPR)	Shall mean and include any patent, copyright including the copyright in the signages, registered design/industrial design, trademark (whether or not registered), know-how, Confidential Information or other industrial or intellectual property right presently held or expected to be held by the OWNER under the LAW or under law in any part of the world, including a right to apply for such intellectual property protection/registration.
OWNER/BUYER	Shall mean Gujarat Gas Limited (GGL) having its registered office at Gujarat Gas CNG Station, Sector 5/C, Gandhinagar – 382006; and Corporate Office at 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad – 380006 shall includes its successors and assigns.
OWNER GROUP	Shall mean the OWNER and its AFFILIATES, co-venturers, co-licensees and their suppliers other than the CONTRACTOR or agents and its or their employees, directors and/or officers.

OWNER REPRESENTATIVE/ CONTRACT OWNER/ ENGINEER-IN-CHARGE (EIC)	Shall mean the person appointed from time to time by the OWNER and notified in writing to the CONTRACTOR to act as the OWNER's REPRESENTATIVE / CONTRACT OWNER for the purpose of this CONTRACT or, in absence of such notification, the OWNER.
PARTY OR PARTIES	Shall mean the OWNER and the CONTRACTOR collectively referred to as Parties and individually as Party.
SAC	Service Accounting Code, as defined under GST LAW for classification of services for GST applicability.
SCHEDULE OF RATES (SOR)	Shall mean unit rates mentioned in/ attached to CONTRACT agreed between OWNER and CONTRACTOR.
SERVICES	Shall mean all required jobs or activities to be executed by the CONTRACTOR as per the scope of work detailed in the CONTRACT.
SFMS	Structured Financial Messaging System.
STC	Shall mean the Special Terms of CONTRACT.
SUBCONTRACTOR	Shall mean the subcontractors, consultants, suppliers, intermediaries and any other person providing services to or acting on behalf of CONTRACTOR who are involved in matters pertaining to this CONTRACT.

1. **GENERAL:**

- 1.1 The General Terms of CONTRACT (GTC) shall be read in conjunction with all other parts of the CONTRACT including the Scope of Work, Technical Specifications, Schedule of Rates (SoR), Drawings and any other exhibits, annexures, appendices, attachments, guidelines & any other documents forming part of, or referenced in the CONTRACT, wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the CONTRACT documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT.
- 1.3 In case of contradiction between any of the CONTRACT documents, the following shall prevail in order of precedence:
 - a. Schedule of rates (SOR)
 - b. Technical Scope & Specifications
 - c. Special Terms of CONTRACT (STC)
 - d. General Terms of CONTRACT (GTC)
 - e. International Standards & Codes
- 1.4 Wherever it is mentioned in the CONTRACT that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the unit rates in CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 Generally, the materials, design, and workmanship shall satisfy the relevant Indian Standards, the Specifications & scope of work contained herein, and Petroleum and Natural Gas Regulatory Board (PNGRB) requirements and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be fulfilled.
- 1.6 It will be the CONTRACTOR's responsibility to bring to the notice of the OWNER REPRESENTATIVE, any conflict in the CONTRACT documents before acceptance of the CONTRACT or commencement of any activities under the CONTRACT, with references for which the conflict exists.
- 1.7 In the absence of any specifications covering any material, design or scope of work, the same shall be performed/supplied/executed in accordance with Standard Engineering Practices as per the instructions / directions of the OWNER REPRESENTATIVE, which will be binding on the CONTRACTOR.
- 1.8 In CONTRACT documents, unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.9 All headings, subtitles and notes in any part of CONTRACT documents are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.10 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.
- 1.11 The OWNER shall not be bound by any printed conditions or provisions in the CONTRACTOR's quotation, bid forms or acknowledgment of CONTRACT, invoices, packing list or any other documents, submitted at any stage before or after the award of the CONTRACT, which imposes any conditions at variance with or supplemental to CONTRACT.

2. SCOPE OF WORK:

- 2.1 The Scope of Work shall be as specified in the CONTRACT. The CONTRACTOR shall provide all necessary services/materials, equipment, labour, etc. for execution & maintenance of work till completion unless otherwise specified in the CONTRACT.

3. THE CONTRACTOR'S PERFORMANCE:

- 3.1 The CONTRACTOR has represented to have requisite expertise in the provision of the SERVICES/GOODS and the OWNER is at all times relying on the skill, knowledge and workmanship of the CONTRACTOR.
- 3.2 The CONTRACTOR shall be deemed to have read all documentation relating to the CONTRACT in order to determine the type, quantity and quality of resources including personnel that will be required to provide the SERVICES/GOODS and the CONTRACTOR shall obtain for itself a full understanding and knowledge of the nature and scope of the SERVICES/GOODS to be supplied and of the conditions set out in CONTRACT.
- 3.3 The CONTRACTOR shall provide the SERVICES/GOODS free of any defect, deficiency or omission of any kind and with diligence and in a thoroughly workmanlike manner to the satisfaction of the OWNER and to the highest standards of skill and care, generally accepted for performing services of a similar nature. The CONTRACTOR shall ensure that the SERVICES/GOODS comply with and meet the requirements of any applicable legislation.
- 3.4 The CONTRACTOR and/or CONTRACTOR'S personnel shall be responsible and are fully aware of and abide by all the provisions of the CONTRACT that relate to them and the CONTRACTOR shall be entirely responsible for the compliance by the CONTRACTOR'S personnel with the provisions of the CONTRACT. The CONTRACTOR shall adhere to, and shall ensure that all the CONTRACTOR'S personnel are aware of, and comply with all legislations and the OWNER's policies and procedures, as amended from time to time, including those affecting the health, safety and environmental aspects of the SERVICES/GOODS supplied.
- 3.5 The CONTRACTOR shall act as an independent CONTRACTOR and neither the CONTRACTOR nor its employees shall be, nor deemed to be, either expressly or impliedly, treated employees of the OWNER. The CONTRACT does not create any partnership agreement between the OWNER and the CONTRACTOR.
- 3.6 The OWNER shall have the right to object to and require the CONTRACTOR to remove forthwith any of the CONTRACTOR'S REPRESENTATIVE / PERSONNEL who, in the opinion of the OWNER, misconduct themselves by any manner including, but not limited to, committing fraud or any malpractice or are incompetent or negligent or undisciplined in the proper performance of their duties or fail to comply with any provisions of the CONTRACT, or persist in any conduct which is prejudicial to health, safety or environment, or whose presence is otherwise considered by the OWNER to be undesirable. Such person shall not be employed again upon the SERVICES without the prior written consent of the OWNER. Any person so removed from the SERVICES shall be replaced by the CONTRACTOR within 24 hours by other suitable qualified and experienced CONTRACTOR'S PERSONNEL approved by the OWNER. The CONTRACTOR shall not be entitled to any payment or reimbursement of costs arising from OWNER's such instruction to remove any of the CONTRACTOR'S PERSONNEL.
- 3.7 Transportation of all items covered in the scope of the CONTRACT, i.e OWNER'S free issue materials & the materials to be supplied by the CONTRACTOR, as applicable, will be arranged by CONTRACTOR at his own cost including insurance, storage, handling, transportation etc. CONTRACTOR will also be responsible for taking delivery of free issue material from OWNER'S designated warehouses and transportation to place of work, including its coverage for transit insurance.

- 3.8 The CONTRACTOR shall make his own arrangement for the accommodation & medical assistance to CONTRACTOR'S PERSONNEL at respective locations and subsequent transportation/conveyance arrangement for them from their place of residence to work place or any other place as required, unless specifically agreed by the OWNER in writing, and the OWNER shall have no obligation in this respect. The OWNER shall not be responsible for providing any medical assistance to the CONTRACTOR'S PERSONNEL.
- 3.9 The CONTRACTOR shall arrange for the gate pass & valid identity cards for CONTRACTOR'S PERSONNEL, as per design approved by OWNER, wherever required, at CONTRACTOR's cost. The CONTRACTOR'S PERSONNEL shall be required at all times to carry their respective Identity Cards while on duty and produce on demand. The CONTRACTOR shall provide from time to time a list of the personnel with names, and their brief work profile, whenever demanded by OWNER.
- 3.10 The CONTRACTOR shall comply in all respects to the timelines specified in the CONTRACT or as intimated by OWNER REPRESENTATIVE. The CONTRACTOR agrees to comply strictly with such scheduling and co-ordination. OWNER reserves the right and authority to reasonably schedule and reschedule the supply of SERVICES/GOODS to effect overall execution of the CONTRACT, including the express right and authority to direct additional manpower, equipment or any other resources, of which the SERVICES/GOODS form part of, and any overtime reasonably necessary to accomplish its obligations hereunder, provided, however, that such reserved right and authority may be exercised only by the express direction in writing by the OWNER, without any additional cost to OWNER. The CONTRACTOR shall promptly submit to the OWNER such schedules and reports pertaining to the CONTRACTOR'S performance of the SERVICES at the time and in the form required by OWNER.
- 3.11 The CONTRACTOR shall execute any work as may be necessary in respect of rectification of defective SERVICES/GOODS, as may be required of the CONTRACTOR in writing by the OWNER.
- 3.12 If the CONTRACTOR fails or is unable, within a reasonable time, to provide the SERVICES /GOODS or to execute any work as may be necessary in respect of rectification of defective SERVICES/GOODS, OWNER shall be entitled to perform itself or employ and pay third parties to carry out the required work and if such work comprises the SERVICES/GOODS which, in the opinion of OWNER, CONTRACTOR was liable to do at its own expense under the CONTRACT, then all such expenses, incurred by OWNER as a result of CONTRACTOR's failure or inability to so provide the SERVICES/GOODS, shall be recoverable from the CONTRACTOR by the OWNER, or may be deducted by OWNER from any monies due or which may become due to the CONTRACTOR pursuant to CONTRACT or otherwise.
- 3.13 OWNER has initiated QR code based online Pay-Attendance-Leave Management (PALM) System in order to capture attendance of man power hired by Contractors, where applicable. The online attendance data will be integrated with the pay and leave module to get manpower billing and pay-remuneration process done without any manual intervention. CONTRACTOR shall be responsible to ensure compliance to any such attendance, pay & leave system.
- 3.14 OWNER has initiated implementation of GPS (Global Positioning System) based Vehicle Tracking Operations and Payment (V-TOP) system on IT platform provided by the OWNER. The System will analyze GPS data of COMPANY used vehicles to ascertain various details of vehicle operations in terms of mileage, geo-locations, route deviations, operational hours, unscheduled stops, delays, breakdowns, fuel use, operational efficiency etc. V-TOP system will provide alerts and notifications in order to guide and to ensure the vehicle operations as per standard operating procedures. V-TOP system will be integrated with PALM system to capture attendance of drivers and manpower deployed with the vehicles. Further, V-TOP system will automatically process the GPS and attendance data for billing and payment of fuel use, manpower use and services of the vehicle provider without any manual intervention. CONTRACTOR shall be responsible to ensure compliance to any such vehicle tracking system, where applicable.

4. SECURITY & GUARANTEE:

- 4.1 The CPBG shall be denominated in the currency of the CONTRACT.
- 4.2 Contract-cum-Performance Bank Guarantee (CPBG) shall be acceptable from any bank as directed by the latest Government of Gujarat Resolution (GR), applicable at the time of submission of any fresh CPBG (Refer website <https://financedepartment.gujarat.gov.in/gr.html>), in the format stipulated in Section VI (Forms and Formats) of the TENDER.
- 4.3 The CPBG proceeds shall be appropriated by the OWNER as compensation for any loss resulting from the CONTRACTOR's failure to complete its obligations under the CONTRACT, including, but not limited to, shortfall/damage/loss of free issue materials, damage/breakage/defacing or destruction of any property belonging to the OWNER or non-fulfilment of any of the CONTRACTOR's obligations during the execution of the CONTRACT.
- 4.4 The CPBG proceeds shall also govern the successful performance of GOODS and SERVICES during the entire period of Warranty/ Defect Liability Period as specified in the CONTRACT.
- 4.5 Wherever possible, CONTRACTOR has to inform the issuing Bank to provide confirmation regarding the issuance of Bank Guarantee through SFMS to OWNER's (Beneficiary) Bank/ Advising Bank (i.e. HDFC Bank, IFSC : (HDFC0000006).

5. SCHEDULE OF RATES:

- 5.1 Rates as set forth in the CONTRACT for all SERVICES to be performed and/or GOODS to be delivered shall be on firm price basis and no escalation will be entertained during RATE VALIDITY PERIOD, with the exception of any price variation specified in the CONTRACT.
- 5.2 The CONTRACTOR is deemed to have satisfied itself as to the circumstances (including risks and contingencies) affecting the price for the provision of the GOODS/SERVICES and/or the cost to the CONTRACTOR of supplying the GOODS/SERVICES and to the correctness and the sufficiency of the rates specified in this CONTRACT for the GOODS/SERVICES which shall, except insofar as it is otherwise provided in this CONTRACT, cover all its obligations under this CONTRACT and all matters and things necessary for the proper supply of the GOODS/SERVICES, whether specifically stated or incorporated by reference to this CONTRACT.

6. TAXES & DUTIES:

- 6.1 The CONTRACTOR shall pay and shall ensure that any of its SUBCONTRACTORS shall pay, all income, corporation, revenue or similar taxes, howsoever described, and all fines, penalties and interest thereon assessed on the income, profits and gains accruing to the CONTRACTOR or any of its SUBCONTRACTORS from the operation of this CONTRACT. The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any claims whatsoever arising in connection with the liability of the CONTRACTOR or any of its SUBCONTRACTORS for any such taxes, penalties and interest. Further the CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any Claims whatsoever arising in connection with all taxes assessed or levied against or on account of wages, salaries, benefits, or deemed benefits paid to the CONTRACTOR's PERSONNEL.
- 6.2 The CONTRACTOR shall be required to furnish the OWNER with such particulars as are known to the CONTRACTOR in relation to its or any of its SUBCONTRACTORS activities under this CONTRACT as may be required by the OWNER to fulfil information requests received from any competent tax or GOVERNMENT AUTHORITY. Where requested information is not known to the CONTRACTOR, it shall take reasonable steps to obtain the information necessary to enable it to comply with the request.

- 6.3 The OWNER may, without liability to the CONTRACTOR, withhold sums in respect of any payments which would otherwise be made by the OWNER to the CONTRACTOR or to any of its SUBCONTRACTORS to the extent that such withholding may be required by legislation or orders, rules or directions of any competent tax authority or GOVERNMENT AUTHORITY. Where the requirement for any withholding is avoided by the CONTRACTOR or any SUBCONTRACTORS holding an appropriate exemption certificate, it is the duty of the CONTRACTOR to inform the OWNER that such a certificate is held and to inform the OWNER of any change to or cancellation of the certificate and to provide copies of the certificate or any further information that may be required by the OWNER to satisfy itself that it can make payment without any withholding. The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any Claims whatsoever arising in connection with such withholding or failure to withhold as may arise due to the CONTRACTOR's failure to inform the OWNER of any relevant matter in a timely fashion.
- 6.4 The OWNER shall pay to the CONTRACTOR the Goods and Service Tax (GST) or any other applicable indirect taxes, howsoever described, levied by any competent GOVERNMENT AUTHORITY, chargeable in respect of SERVICES/GOODS properly supplied by the CONTRACTOR under this CONTRACT, provided that the CONTRACTOR provides the OWNER with a valid tax invoice, as required under the applicable GST Law or other legislation, to enable a tax credit to be obtained by the OWNER, wherever applicable. The OWNER shall have no liability to pay the CONTRACTOR for any amount to the extent such amount is eligible for relief, reduction, exemption or recovery by the actions of the CONTRACTOR or any SUBCONTRACTOR.
- 6.5 The CONTRACTOR shall indemnify, defend and hold harmless the OWNER from and against any taxes levied against it on account of any property or equipment (including the CONTRACTOR'S EQUIPMENT) of the CONTRACTOR or any SUBCONTRACTORS including but not limited to customs duties, Goods and Service Tax (GST), occupation and other like taxes and imposts.
- 6.6 The CONTRACTOR shall be responsible for, and pay when due, all taxes and duties, as prevailing from time to time, relating to the SERVICES/GOODS supplied. OWNER shall not be responsible for any such liability of the CONTRACTOR. OWNER shall have the right to withhold required amount from payments due to the CONTRACTOR under CONTRACT to the extent that such withholding may be required by the GOVERNMENT or by any GOVERNMENT AUTHORITY, and the payment by OWNER to the respective GOVERNMENT AUTHORITY of the amount of money so withheld shall relieve OWNER from any further obligation to CONTRACTOR with respect to the amount so withheld. The CONTRACTOR undertakes to indemnify OWNER for any loss, outgoing, fine, penalty etc. that CONTRACTOR suffers for GST purposes for the SERVICES/GOODS supplied to OWNER.
- 6.7 CONTRACTOR shall defend, indemnify and hold OWNER harmless from and against any and all claims, expenses and proceedings howsoever arising in connection with the liabilities of CONTRACTOR for any such taxes, fines penalties and interest levied by the GOVERNMENT AUTHORITY or any competent tax authority.
- 6.8 All taxes levied on CONTRACTOR's corporate income or profits shall be for the account of CONTRACTOR and shall not be reimbursed by OWNER.
- 6.9 The OWNER shall also deduct/withhold/charge required amount corresponding to any taxes, prevailing from time to time, levied at the prevailing rates on the Liquidated Damages/ Penalty/ any other such amount deducted/ withheld/ recovered from CONTRACTOR, wherever applicable. OWNER shall have the right to recover/ deduct such amount from CONTRACTOR's invoice, Bank Guarantee or from any outstanding payments due to the CONTRACTOR.
- 6.10 Any statutory variation on account of taxes & duties, as applicable to the SERVICES/GOODS to be supplied under the CONTRACT within the CONTRACT PERIOD, shall be reimbursed by OWNER or refunded by the CONTRACTOR, as the case may be. Such variation shall be limited to direct transactions

between the OWNER and the CONTRACTOR, shown as taxes and duties in CONTRACTOR's invoice. However, any additional tax implication, resulting from delay in delivery of SERVICES/GOODS due to reasons not attributable to the OWNER and/or any change in the taxation (e.g. GST) registration status of the CONTRACTOR during the CONTRACT PERIOD, shall be borne by the CONTRACTOR.

- 6.11 Wherever applicable, CONTRACTOR shall obtain a registration under The Building And Other Construction Workers' Act from the concerned authority and submit necessary proof of having registration in the name of CONTRACTOR. Based on the actual quantity of work executed as also basis amount of invoice submitted by the CONTRACTOR, applicable cess amount will be deducted and deposited with relevant authorities by the OWNER. However, in case of any claim which may arise due to default on the part of CONTRACTOR, the CONTRACTOR shall indemnify OWNER for any such liability which may arise on OWNER.

7. INVOICING:

- 7.1 OWNER has implemented Vendor Invoice Submission Application (VISA) for office automation, digitization and transparency in processing of vendor invoices. CONTRACTOR shall upload the invoices and other specified supporting documents on VISA before submitting physical set of Invoice & documents along with covering letter generated from application to respective OWNER Offices. Additional reports/documents (not specified on VISA portal), may be directly submitted to concerned OWNER-Contract Owner / EIC as per requirements. The onus of selecting relevant name of GGL Contract Owner & OWNER GA/Office (where physical invoice is to be submitted by vendor) is on the CONTRACTOR for timely processing of invoices and for further certification / payment.
- 7.2 Subject to the completion of the CONTRACTOR's obligations in a manner satisfactory to the OWNER in all respects and strictly in accordance with the terms of this CONTRACT, the CONTRACTOR shall submit the invoices to the OWNER for the value ascertained in accordance with the SCHEDULE OF RATES, along with certified measurement sheet or relevant documents as stated by the OWNER REPRESENTATIVE from time to time, for which payment is claimed.
- 7.3 The invoice shall be broken down into individual items in such detail as to enable OWNER to calculate how the total value of the invoice has been reached in accordance to the SOR and shall contain such further information which the OWNER may request. The taxes chargeable in respect of SERVICES/GOODS supplied by the CONTRACTOR under CONTRACT, as applicable, shall be itemized separately.
- 7.4 The CONTRACTOR shall provide proper invoices to OWNER, for the SERVICES/GOODS supplied, containing the below details:
- a. CONTRACT number with description of works
 - b. Service code(s) with description, unit of measurement and quantity delivered
 - c. Required details as prescribed under the GST ACT, and including but not limited to:
 - i. Correct GSTIN of OWNER
 - ii. The applicable SAC/HSN codes of the SERVICES/GOODS
 - iii. The applicable taxes under GST ACT for SERVICES/GOODS
 - iv. State Code and the place of supply as applicable as per billing and delivery address mentioned in the CONTRACT
- 7.5 OWNER shall make payment after making deductions, as applicable, but not limited to:
- a. Tax Deduction at Source (TDS)
 - b. Liquidated Damages and/or Penalty charges
 - c. Retention amount
 - d. Any other taxes/statutory deductions as applicable from time to time including applicable taxes levied at prevailing rates on Liquidated Damages / Penalty/ any other such amount deducted/ withheld/ recovered from the CONTRACTOR.

- e. Any sums owed to the OWNER (as per Clause 7.9) or in case the CONTRACTOR has committed a breach of its obligations under this CONTRACT.
- f. GST TDS: OWNER may, in relation to any payment it is required to make to the CONTRACTOR, withhold from that payment any amount it is required to withhold under the GST ACT and shall provide such document to the CONTRACTOR as may be prescribed under the GST ACT.

OWNER's decision regarding the above shall be final and binding to the CONTRACTOR.

- 7.6 CONTRACTOR shall submit the invoices immediately upon completion of the job or as per the agreed periodic billing/invoicing cycle, but not later than 5 days from the date of invoice to avoid non-compliance under Indirect Tax Laws. If any interest, penalties, loss or damage is caused to the OWNER, on account of non-compliance of any existing tax laws due to delayed submission of Invoice by the CONTRACTOR (including but not limited to interest or penalties caused to OWNER on account of delayed payment of tax or loss due to non-availability of any tax credit), such interest, penalties, loss or damage will be recovered from the CONTRACTOR.
- 7.7 The CONTRACTOR must remit the GST amount to the respective authority in accordance with the GST ACT. The CONTRACTOR shall be liable to OWNER for any cost, liability, dues, penalty, fees, interest, outgoing, as the case may be, or for any loss occurring to OWNER on account of non-availability of input tax credit to OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of the CONTRACTOR. An amount equivalent to such liability or loss accruing to OWNER shall be deducted from the payment due to the CONTRACTOR or shall be reimbursed by the CONTRACTOR to OWNER within 15 days of any such demand made by OWNER. The amount withheld by OWNER or reimbursed by the CONTRACTOR will be retained by OWNER till such default is either rectified or made good by the CONTRACTOR to the satisfaction of OWNER.
- 7.8 To the extent that it is permitted under the GST Act, OWNER reserves the right to create and issue a Tax Invoice in relation to SERVICES/GOODS supplied under this CONTRACT to discharge its obligation under the reverse charge mechanism as per GST ACT. The CONTRACTOR shall raise an invoice and only charge the GST portion applicable to the CONTRACTOR as the supplier of such SERVICES/GOODS.
- 7.9 In the event an adjustment arises in connection with a supply made under the CONTRACT, the CONTRACTOR must give the OWNER a credit note or debit note (referred to as Adjustment Notes), as the case may be, which are in accordance with the GST ACT. The Adjustment Note must identify the SERVICES/GOODS relevant to the adjustment event and should bear reference to the corresponding original tax invoice for the supply made.
- 7.10 The CONTRACTOR will ensure that all tax invoices and Adjustment Notes rendered to OWNER under the CONTRACT are in a format that identifies any GST paid, and which permits OWNER to claim a valid input tax credit, wherever applicable. The CONTRACTOR shall issue the Adjustment Notes within 15 days from discrepancy/error identified, but not later than 6 months from the end of the relevant financial year within which taxable supplies are made. CONTRACTOR shall submit such Adjustment Notes to OWNER immediately but not later than 5 days from the date of Adjustment Notes.
- 7.11 Invoices which are incomplete, incorrect or in a form which is unacceptable to the OWNER, shall be returned to CONTRACTOR un-actioned. If the CONTRACTOR submits invoices that contain erroneous billings repetitively in a manner perceived by the OWNER to be excessive, the CONTRACTOR will be assessed a penalty being a percentage of the value of the erroneous invoice, as decided by OWNER.
- 7.12 If the OWNER disputes any item in any invoice, in whole or in part, then the OWNER, at its sole discretion, may pay only the undisputed portion of such invoice, until such time as the OWNER and the CONTRACTOR have reached agreement as to what payment, if any, is due or what other action will be taken by the OWNER in respect of the disputed amount. The OWNER shall promptly notify the CONTRACTOR of any such disputed amount. The OWNER and the CONTRACTOR shall endeavor to settle

expeditiously and in good faith, at the earliest possible date, any such dispute and any agreed adjustment and subsequent payment shall be made promptly following the date of such settlement.

- 7.13 The OWNER shall be entitled to set-off against the amounts payable to the CONTRACTOR under this CONTRACT any sums owed to the OWNER by the CONTRACTOR GROUP on any account and howsoever arising.
- 7.14 Unless otherwise specified in the STC, the OWNER shall pay or cause to be paid the due amount **within a period of 30 days from the date of receipt of the complete and correct invoice, duly certified by OWNER'S REPRESENTATIVE** as per the terms and conditions of the CONTRACT.
- 7.15 CONTRACTORS registered as Micro and Small Enterprise (MSE) under the "Micro, Small And Medium Enterprises Development Act, 2006" (MSME Act) shall submit valid copy of 'Udyam Certificate' at the beginning of each financial year. In case if the CONTRACTOR has applied for registration or renewal of registration and have not received the valid Udyam Certificate for the new Financial year, they will not be eligible for benefits pertaining to Payment Terms under the MSME Act.
- 7.16 OWNER shall not be liable for delay in payments or any other benefits/relaxations/concessions under the MSME Act owing to non-compliance of any of the CONTRACTOR's obligations including but not limited to any of the following;
- i) submission of valid copy of Udyam Certificate for respective financial years to OWNER in advance,
 - ii) submission of Correct & Valid Bank Account details to OWNER in time as per OWNER's policy,
 - iii) submission of valid e-Invoice/IRN Invoice complete in all respect with supporting documents as applicable,
 - iv) GOODS/SERVICES delivered by the CONTRACTOR listed in their Udyam Registration Certificate.
 - v) Udyam Registration Number with valid date mentioned on the Invoice.
- 7.17 For calculation of interest on delayed payment as per the MSME Act, Payment terms will be considered as 45 days from the date of receipt of the complete, correct and undisputed invoice, duly certified by OWNER REPRESENTATIVE.
- 7.18 Benefits, relaxations and concessions for CONTRACTORS registered as Micro and Small Enterprise (MSE) under the MSME Act are available as per guidelines adopted/allowed by OWNER from time to time, subject to production of requisite documents/proofs etc. mentioned above.
- 7.19 Any additional tax liability including interest and penalty (if any), under the provisions of Income Tax Act, 1961 and rules thereto, arising out of non-compliance to the provisions of the MSME Act on the part of the CONTRACTOR; will be borne/ reimbursed/ compensated by the CONTRACTOR.
- 7.20 Provisions of the CONTRACT pertaining to MSME Act will be triggered only after receipt of valid 'Udyam Certificate' from the CONTRACTOR.

8. DEDUCTIONS FROM THE CONTRACTOR

- 8.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT fall under the CONTRACTOR's liability, will be claimed by the OWNER. All such claims shall be billed/notified by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding intimation from OWNER, and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due, such as Contract/ Performance Security, retention money, Bank Guarantee, or payments becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

9. PRINTS, DRAWINGS & SPECIFICATIONS (AS APPLICABLE):

- 9.1 The CONTRACTOR shall prepare at its own expense and submit to the OWNER such drawings and data as necessary for the performance of this CONTRACT. The OWNER REPRESENTATIVE shall have the right to generally approve all drawings and/or data but such approval or acceptance shall not relieve the CONTRACTOR of any of its responsibilities under this CONTRACT. The CONTRACTOR shall supply, at no extra cost, legible copies of such drawings and data, as applicable.

10. INSPECTION, MONITORING, TESTING AND EXPEDITING:

- 10.1 The OWNER, by its authorized officers and agents, shall at all times be granted access to the CONTRACTOR's premises and/or wherever SERVICES are being performed or any materials, plant and/or equipment are being constructed, manufactured or stored, for expediting, inspecting, monitoring and testing of the SERVICES/GOODS.
- 10.2 Any expediting, monitoring, review, approval, acknowledgement, test or acceptance or waiver thereof by the OWNER shall not relieve the CONTRACTOR from any of its obligations under this CONTRACT in respect of any subsequent defects in the design, quality, materials, workmanship or fitness for purpose of the SERVICES/GOODS.
- 10.1 Wherever applicable, before delivering the GOODS, the CONTRACTOR shall, at no extra cost to the OWNER, unless otherwise specified in the CONTRACT, inspect and test the GOODS for compliance with this CONTRACT and supply to the OWNER legible certificates of the results of such inspection and testing, duly signed & stamped by authorized representative of the CONTRACTOR, as may be reasonably required by the OWNER or required by legislation.
- 10.2 The GOODS may be inspected by the OWNER (i) At OWNER site and/or (ii) At factory premises of the CONTRACTOR/SUBCONTRACTOR or Third party duly approved by the OWNER. The CONTRACTOR shall extend all necessary cooperation to the OWNER / Third Party Inspection agency in carrying out the inspection, as the case may be.
- 10.3 In case if the CONTRACTOR offers the GOODS for inspection and the same fails then third party re-inspection costs as per CONTRACT terms will be borne by the CONTRACTOR, unless explicitly specified otherwise in the CONTRACT.

11. MARKING OF THE GOODS (AS APPLICABLE):

- 11.1 Wherever applicable, the CONTRACTOR shall ensure that the GOODS and, where the components of the GOODS are manufactured by different parties, those components are clearly and permanently marked with the manufacturer's name, trademark or distinguishing mark which clearly identifies the manufacturer. In addition, where the CONTRACTOR is not the manufacturer, the CONTRACTOR shall ensure that the GOODS are, without infringing third parties' rights including IPR, clearly and permanently marked as having been supplied by the CONTRACTOR to the OWNER.
- 11.2 The CONTRACTOR shall ensure that prior to delivery; the GOODS and all components are marked in accordance with the provisions of the CONTRACT. Where the CONTRACT makes no such provision, the GOODS or any components shall not (without the prior written consent of the OWNER) be marked with the name, badge or any other mark used exclusively by the OWNER. Any GOODS or components so marked shall not be disposed off to any third party without the prior written consent of the OWNER unless such markings are first erased to the satisfaction of the OWNER.

12. PACKAGING AND CARRIAGE (AS APPLICABLE):

- 12.1 The GOODS shall be crated, palletted or packed in any such manner so as to reach the DELIVERY POINT undamaged and in good condition.
- 12.2 Unless otherwise stated in this CONTRACT, all costs such as packaging & carriage shall be included in the CONTRACT VALUE. Returnable cases, packages and other containers shall be supplied by the CONTRACTOR free of charge, unless agreed otherwise previously in writing. Where previously requested in writing, such returnable cases, packages and other containers will be returned to the CONTRACTOR but, whilst reasonable care shall be taken to ensure that they are received by the CONTRACTOR in good condition, such return shall be at the CONTRACTOR's risk and expense.
- 12.3 The CONTRACTOR shall send with each consignment of the GOODS, as applicable:
- a. A packing note (together with a copy of material test certificate(s), where applicable) with the GOODS, detailing the number of this CONTRACT, description, code number (if any) and the quantity of Goods consigned;
 - b. An advice note or notes, as instructed in CONTRACT, including details as mentioned in sub-clause a above;
 - c. Additional documentation as detailed in the CONTRACT;
 - d. The CONTRACTOR's clear and full instructions with regard to all hazards affecting the GOODS; and
 - e. Documentation to prove the GOODS supplied have been inspected and, if applicable, are properly completed and therefore fit for purpose.

13. DELIVERY (AS APPLICABLE):

- 13.1 The CONTRACTOR shall deliver the GOODS to the DELIVERY POINT and as specified in the DELIVERY SCHEDULE.
- 13.2 Delivery shall be deemed to have been made on acknowledgement of receipt of the GOODS by the OWNER. Delivery of the GOODS to a carrier (whether named by the OWNER or not) for the purpose of transmission to the OWNER is not deemed to be and shall not constitute delivery of the GOODS to the OWNER.
- 13.3 The OWNER, acting reasonably, may alter the DELIVERY POINT and/or DELIVERY SCHEDULE upon giving the CONTRACTOR reasonable notice in writing of such alterations.
- 13.4 If the CONTRACTOR fails to deliver any GOODS in accordance with the CONTRACT, then the OWNER may terminate this CONTRACT or any part of it and reserves all rights in damages and otherwise arising.
- 13.5 If the GOODS are incorrectly delivered, the CONTRACTOR shall be responsible for any additional expense incurred in redelivering such GOODS in the correct manner/to the correct destination and/or at the correct schedule.
- 13.6 The quantity of GOODS delivered must not exceed the quantity specified in the CONTRACT or intimation by OWNER REPRESENTATIVE. GOODS in excess of the quantity specified shall, at the OWNER's option, be returned to the CONTRACTOR at the CONTRACTOR's expense.
- 13.7 Acceptance of the GOODS by the OWNER shall not relieve the CONTRACTOR of any of its obligations under this CONTRACT.

14. LIQUIDATED DAMAGES:

- 14.1 The CONTRACTOR acknowledges the importance to the OWNER of receiving the GOODS and/or SERVICES at the times specified in this CONTRACT and/or as intimated by the OWNER REPRESENTATIVE, and undertakes to take all steps necessary to achieve the completion dates so

specified. In this respect, time shall be of the essence. No other activity of the CONTRACTOR shall take precedence over the supply of SERVICES/GOODS.

- 14.2 Without prejudice to the OWNER's other rights available under the CONTRACT and/or Law, in case the CONTRACTOR fails to meet the Delivery and/or Completion Schedule as specified in the CONTRACT and/or as intimated by OWNER REPRESENTATIVE, for the reasons other than Force Majeure and/or reasons attributable to OWNER alone, the OWNER shall, unless otherwise specified differently in the Special Terms of Contract, recover, as ascertained and agreed, Liquidated Damages , and not by way of penalty, a sum equivalent to half percent (0.5%) of the value of delayed GOODS / SERVICES per week of delay or part thereof, on basic value of delayed GOODS / SERVICES, subject to maximum of 5% of the basic value of the delayed portion of the GOODS/SERVICES. The decision of the OWNER in regard to the actual delay shall be final and binding on the CONTRACTOR.
- 14.3 The CONTRACTOR shall immediately notify the OWNER, prior to the applicable Delivery Schedule/ completion timelines, of any event or circumstance that may give rise to any delay in the delivery of the GOODS/SERVICES, other than arising from reasons covered by the provisions of Clause 40 of GTC on Force Majeure hereof. The CONTRACTOR shall immediately give details to the OWNER's REPRESENTATIVE of the effect or anticipated effect on the performance of its obligations under the CONTRACT along with the actions it intends to take to mitigate the same.
- 14.4 If the OWNER agrees that delivery of the GOODS/SERVICES or part thereof, is likely to be delayed beyond the stipulated schedule/ execution timelines as specified in the CONTRACT, and that such delay is not attributable to the CONTRACTOR, then the OWNER shall grant such revision schedule/execution timelines as the OWNER considers reasonable in all the circumstances, provided such intimation is received from CONTRACTOR prior to the applicable schedule.
15. **FREE ISSUE MATERIAL:**
- 15.1 If, for the purposes of this CONTRACT, materials are to be supplied by or on behalf of the OWNER for incorporation into the GOODS and/or performance of the SERVICES (hereafter referred to as "Free Issue Materials"), they shall be and remain the property of the OWNER, but upon delivery to the CONTRACTOR, become and remain thereafter at the sole risk of the CONTRACTOR, until the delivery of the GOODS and/or performance of the SERVICES, and the return of any surplus Free Issue Materials to the OWNER.
- 15.2 CONTRACTOR shall clearly identify and mark as "the property of GGL", separately store, safeguard, maintain in good order and condition and keep such records as the OWNER may require of all Free Issue Materials for audit purpose. All such materials shall be deemed to be in good condition when received by or on behalf of the CONTRACTOR unless it otherwise notifies the OWNER within seven (7) days of receipt.
- 15.3 CONTRACTOR shall use all Free Issue Materials economically and solely in connection with this CONTRACT. Damage to or loss or waste of any Free Issue Materials arising from bad workmanship, carelessness or the CONTRACTOR's failure to comply with the provisions of sub-clause 15.2 shall be made good at the expense of the CONTRACTOR either by the CONTRACTOR or as the OWNER otherwise instructs, by replacement of materials of at least the equivalent quality.
- 15.4 All scrap and surplus Free Issue Materials are to be marked as "the property of GGL", kept separately and reported at regular intervals to the OWNER.
- 15.5 OWNER reserves the right to physically inspect/verify the Free Issue Materials at any time. If any loss/shortage/damage is found during such verification by OWNER or in the Free Issue Materials returned by CONTRACTOR, then such lost/short/damaged material cost shall be borne by the

CONTRACTOR and necessary amount towards such shortage/damaged material will be recovered from the CONTRACTOR, as per rate decided by OWNER.

16. MATERIAL INSPECTION (AS APPLICABLE):

- 16.1 Upon receipt of GOODS at DELIVERY POINT, OWNER will inspect the packaging for damage or tampering. In case of no damage or tampering of the package, the GOODS will be stored at OWNER's site for further inspection.
- 16.2 OWNER will, at its option, proceed to examine the GOODS to ascertain precise extent of any breakage/ shortage/ tampering/ damage, if any, and in the absence of a representative from CONTRACTOR, the OWNER's report will be deemed accepted by the CONTRACTOR. In case of breakage/ shortage/ tampering/ damage, intimation regarding the same shall be referred to the CONTRACTOR within thirty (30) days from the date of receipt at DELIVERY POINT by the OWNER, which shall be replaced / made good by the CONTRACTOR at their own cost. All risk of loss or damage to the GOODS shall be upon the CONTRACTOR till it is delivered to the OWNER.
- 16.3 If OWNER finds that GOODS supplied are not in accordance to CONTRACT or received in damaged or tampered condition or otherwise not satisfactory owing to any reason, of which the OWNER shall be the sole judge, the OWNER is entitled to take actions such as, but not limited to, rejection of the GOODS, termination of the CONTRACT, procurement of GOODS from other agencies, and recover the loss, if any, from the CONTRACTOR.
- 16.4 The OWNER shall have the right to require the CONTRACTOR at the CONTRACTOR's own risk and expense, expeditiously to collect and replace any rejected GOODS, not later than fifteen (15) days from the date of communication of rejection from OWNER. In case the size of the rejected GOODS or other circumstances make it impracticable for the rejected GOODS, or part thereof, to be removed prior to delivery of the replacement GOODS, the OWNER may require the CONTRACTOR to carry out the necessary replacement at site at the CONTRACTOR's expense.
- 16.5 If the CONTRACTOR fails to fulfill its obligations under this clause within thirty (30) days from the date of intimation of rejection; the OWNER may:
- a. Dispose the material to any party and expenses, if any, incurred for such disposal, shall be payable by the CONTRACTOR; and/or
 - b. Terminate this CONTRACT, or any part thereof, in accordance with Clause 42 of GTC, and/or debar the CONTRACTOR in accordance with Clause 43 of GTC for future tendering/award of contract, without prejudice to its existing rights and remedies; and/or
 - c. Recover as a debt due from the CONTRACTOR, all extra costs and expenses arising from or in connection with any GOODS being found to be defective, including but not limited to, those of employing others, repairing, modifying or testing defective GOODS, purchasing alternative GOODS elsewhere and storage, as appropriate.
- 16.6 Where the CONTRACTOR replaces any GOODS in accordance with this Clause, the provisions of this CONTRACT shall apply to the replacement GOODS.
- 17. RIGHT TO GET GOODS/SERVICES THROUGH OTHER AGENCIES:**
- 17.1 Nothing contained herein shall restrict OWNER from accepting similar GOODS/SERVICES from other agencies at its sole discretion, if the CONTRACTOR fails to fulfil any of its obligations under the CONTRACT.
- 17.2 In such event, the OWNER, at its sole discretion, shall be entitled to recover the additional expenses incurred for procuring the GOODS/SERVICES from alternate agencies, in addition to administrative and other expenses incurred by OWNER for the same. The decision of OWNER in determining such amount

to be recovered from the CONTRACTOR shall be final and binding on the CONTRACTOR. The CONTRACTOR's liability in this respect shall be unlimited without exception.

18. WARRANTY/ DEFECT LIABILITY:

18.1 CONTRACTOR warrants that:

- a. The SERVICES shall be free of defect, deficiency or omission of any kind;
- b. All resources, including any CONTRACTOR's equipment, shall be of good quality, without defect, suitable for the purpose and use for which they are intended or used, shall conform to the requirement of the OWNER and perform in accordance with the requirements and conditions of CONTRACT;
- c. The SERVICES comply with OWNER's requirements (as notified to CONTRACTOR) both individually and (where relevant) together as an operating system; and
- d. The SERVICES will comply with and meet all requirements of the Legislation.

18.2 CONTRACTOR shall be deemed to have read all documentation relating to the CONTRACT in order to determine the quantity and quality of resources that will be required and CONTRACTOR shall obtain for itself a full understanding and knowledge of the nature and SERVICES and of the prevailing conditions under which the SERVICES are to be carried out.

18.3 Defect liability period (DLP) shall be for the period as stipulated in the STC commencing from the date of completion of SERVICES. For any process or system related defects observed during this period, the CONTRACTOR shall rectify/ re-construct the same at its own cost. The date of completion of the SERVICES shall be the date on which the OWNER's REPRESENTATIVE approves completion of SERVICES.

18.4 In case of supply of GOODS is in scope of the CONTRACTOR,

18.4.1 CONTRACTOR warrants that the quality of GOODS supplied shall be in accordance with CONTRACT and specified standards and shall show the utmost skill, diligence and competency in workmanship. CONTRACTOR also warrants that such GOODS shall meet the requirements of, and be in conformity with all applicable laws, rules, regulations and ordinances of any GOVERNMENT AUTHORITY.

18.4.2 Without prejudice to the rights of the OWNER under this CONTRACT, wherever applicable, the CONTRACTOR warrants the GOODS against the CONTRACTOR's faulty design, workmanship or materials arising or becoming apparent within a period of 12 months from commissioning or 18 months from delivery, whichever is earlier, (henceforth referred to as the "Warranty Period") from the date of delivery of GOODS at DELIVERY POINT, either following delivery or following the repair, modification or replacement of the GOODS, or any part thereof, unless otherwise stated differently in the STC.

18.4.3 CONTRACTOR warrants that GOODS under this CONTRACT will be new and of recent manufacture, of specified quality and free of all defects and all malfunctions, including latent defects, and compete and fit for the use for the specific purpose for which they are purchased and that they are in strict accordance with the drawings and Specifications, and all relevant codes as applicable to GOODS in India or any sub division thereof.

18.4.4 If any fault, defect or nonconformity is discovered during the Warranty Period, CONTRACTOR shall take or arrange for all measures necessary to correct, or have corrected, any and all defects, or to replace or have replaced the defective parts (the decision regarding replacement/repair shall be at OWNER's discretion) with the greatest diligence and at CONTRACTOR's expense to the full satisfaction of OWNER. The CONTRACTOR shall also provide supervision as required and accept charges for the dismantling and re-assembly of work on site. All transport costs for the parts to be repaired or replaced will be paid by CONTRACTOR.

- 18.4.5 All the spares shall be supplied with fitment certificate to the original equipment, as applicable.
- 18.4.6 Should the nature or size of the defective GOODS or other circumstances make it impracticable for the defective GOODS or part thereof to be removed, the OWNER may require the CONTRACTOR or others to carry out the work necessary for repair, modification, or replacement of the GOODS on site at the CONTRACTOR's expense, and the cost for the same shall be recovered /deducted from the CONTRACTOR.
- 18.5 If the CONTRACTOR fails to respond immediately to intimations of defects in GOODS/SERVICES and fulfil its obligations under this Clause, the OWNER may:
- Terminate this Contract or any part thereof in accordance with Clause 42 of GTC and/or debar the CONTRACTOR as per Clause 43 of GTC, without prejudice to its existing rights and remedies; and/or
 - Recover as a debt due from the CONTRACTOR all extra costs and expenses arising from or in connection with any GOODS/SERVICES being found to be defective, including but not limited to those of employing others, repairing, modifying or testing defective GOODS/SERVICES, purchasing/storing alternative GOODS/SERVICES elsewhere.
- 18.6 Where the CONTRACTOR repairs, modifies or replaces any SERVICES/GOODS in accordance with this clause, the provisions of this CONTRACT shall apply to the repaired, modified or replacement SERVICES/GOODS.
- 18.7 Failing prompt and sufficient action on the part of CONTRACTOR, OWNER reserves the right to carry out the necessary work at CONTRACTOR's risk and expense. OWNER shall have the right to recover such costs from CONTRACTOR as described in GTC Clause No. 17.2.
- 18.8 Where applicable, the OWNER shall have the right to assign the benefit of this warranty to the OWNER's successors and/or assignees. When requested by the OWNER, the CONTRACTOR shall assign to the OWNER the full benefits of all guarantees/warranties obtained by the CONTRACTOR.
19. **AMENDMENT(S):**
- 19.1 OWNER may, by written notice to the CONTRACTOR, order extra quantity or make changes by altering, adding to or deducting from the GOODS / SERVICES, by way of an AMENDMENT, with no other variation in the unit rates, terms & conditions of the CONTRACT, except as explicitly specified in the AMENDMENT.
- 19.2 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OWNER. Any other cases shall not be any ground for extension of agreed execution schedule and also shall not affect the performance of CONTRACT in any manner except to the extent agreed by the OWNER REPRESENTATIVE.
- 19.3 The CONTRACTOR shall not commence to carry out any Amendment nor shall any claim be valid in respect thereof until the CONTRACTOR has received the signed Amendment and / or detailed estimate of the cost approved by OWNER in writing for carrying out such Amendment.
20. **PROPERTY & RISK:**
- 20.1 Without prejudice to the rights and obligations of the PARTIES under this CONTRACT and unless otherwise agreed in writing, the property in the GOODS or any part thereof shall pass to the OWNER on delivery or on payment by the OWNER (whichever is earlier). In the event of part payments prior to delivery, property in the GOODS shall pass in proportion to payments made. Notwithstanding passing of property to the OWNER risk shall not pass to the OWNER until all of the GOODS have been delivered in accordance with this CONTRACT at the DELIVERY POINT.

- 20.2 Where the property in any of the GOODS passes to the OWNER before delivery, such GOODS shall be stored separately, clearly identified and marked as "the property of GGL" or in such other manner as the OWNER may require.
- 20.3 Unless otherwise agreed in writing, all tools, patterns, drawings, designs, other documents, equipment or materials supplied by or on behalf of the OWNER shall be stored separately, marked as "the property of GGL" and remain the property of the OWNER and the CONTRACTOR shall be responsible for their safe custody and return. They shall not, without the prior written consent of the OWNER, be disposed of by the CONTRACTOR to any third party nor used except for the purpose of carrying out this CONTRACT.
21. **SUB-LETTING OF CONTRACT:**
- 21.1 No part of this CONTRACT, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the CONTRACTOR without written consent of the OWNER, provided nevertheless that any such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.
22. **ASSIGNMENT:**
- 22.1 The CONTRACT shall be binding on and ensure to the benefit of OWNER and CONTRACTOR and to their respective heirs, executors, administrators, successors and assigns, but the CONTRACTOR shall not assign this CONTRACT in whole or in part or any benefit of any legal or equitable interest herein without the prior written consent of the OWNER.
- 22.2 The OWNER shall be permitted to assign and re-assign (whether on one or several occasions) all or any of the provisions of this CONTRACT to any of its Affiliates and/or Group Companies by giving advance intimation to the CONTRACTOR.
- 22.3 The CONTRACTOR shall be responsible for acts, omissions and defaults of any of its representatives including its agents as fully as if they were the acts, omissions and defaults of the CONTRACTOR and any assignment shall not relieve the CONTRACTOR of any of its responsibilities under this CONTRACT or at Law.
23. **NON-WAIVER:**
- 23.1 No relaxation, forbearance, delay or indulgence by either party (CONTRACTOR or OWNER) in enforcing any of the terms and conditions of the CONTRACT or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the CONTRACT, nor shall any waiver by either party of any breach of CONTRACT operate as waiver of any subsequent or continuing breach of CONTRACT.
- 23.2 Any waiver of a party's rights, powers or remedies under the CONTRACT must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
24. **SEVERABILITY**
- 24.1 If any provision or condition of the CONTRACT is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the CONTRACT.

25. SAVING OF RIGHTS:

- 25.1 The expiry or earlier termination of the CONTRACT, howsoever occasioned, shall be without prejudice to the rights and remedies of the Parties to the CONTRACT up to and including the date of such expiry or earlier termination, and shall not affect or prejudice any term of CONTRACT that is expressly or by implication provided to come into effect on or continue in effect after such expiry or earlier termination.

26. STATUS OF OWNER AND THE CONTRACTOR:

- 26.1 In performing its obligations under this CONTRACT, the CONTRACTOR shall maintain complete employer control over the CONTRACTOR's PERSONNEL. This CONTRACT constitutes a principal to principal relationship between the CONTRACTOR and the OWNER and does not and shall in no manner create or be construed to create any employment, agency, partnership, joint venture or any other relationship between the PARTIES hereto.
- 26.2 The CONTRACTOR shall, as between the CONTRACTOR and the OWNER, be responsible for and shall be liable for, indemnify, defend and hold harmless the OWNER against all wages, fees, contributions, insurances, charges and taxes required by Law to be paid by an employer in respect of the CONTRACTOR's PERSONNEL and/or the supply of the GOODS/SERVICES and shall procure that all appropriate deductions are made in respect of all applicable taxes and other contributions.

27. CHANGE IN CONSTITUTION:

- 27.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm.
- 27.2 Where the CONTRACTOR is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR.
- 27.3 In either case if prior approval as aforesaid is not obtained; the CONTRACT shall be voidable at the option of the OWNER. The OWNER shall be entitled to terminate the CONTRACT in accordance with Clause 42 of GTC.

28. REPRESENTATIVES:

- 28.1 OWNER's REPRESENTATIVE shall communicate to CONTRACTOR all information, instructions and decisions of OWNER. All information, instructions and Decisions issued by OWNER's REPRESENTATIVE shall be deemed to have been issued by OWNER.
- 28.2 OWNER's REPRESENTATIVE may, from time to time, delegate any responsibilities to any nominated deputy and withdraw any such delegation. The terms of such delegation shall be the subject of a notice, issued in accordance with Clause 29 of GTC. Information, instructions and decisions issued by any nominated deputy, acting within the terms of his delegated authority, shall be as if issued by OWNER's Representative.
- 28.3 CONTRACTOR's Representative shall be authorized to act on behalf of CONTRACTOR in all Matters relating to the CONTRACT and any written order, instruction or Notice from OWNER to CONTRACTOR's Representative or CONTRACTOR's Personnel shall be deemed to have been given to CONTRACTOR.

29. NOTICES:

- 29.1 All correspondences and documents relating to the CONTRACT exchanged by the CONTRACTOR and OWNER shall be in English language.

- 29.2 Any Notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgment receipt, registered AD acknowledgment receipt, hand-delivered acknowledgment & electronic mail are acceptable modes of acknowledgment.
- 29.3 In case of speed post and registered AD notices, a copy of Notice is required to be sent for acknowledgment of contents and acknowledgment on this copy of Notice by OWNER which will be returned to CONTRACTOR & shall be considered as valid acknowledgment of Notice.
- 29.4 All Notices shall be sent to respective representatives of PARTIES.
30. **CLAIMS:**
- 30.1 The CONTRACTOR shall protect and hold the GOODS and all property of the OWNER Group free from all liens, charges and other encumbrances.
- 30.2 Upon receipt of a Notice from the OWNER, the CONTRACTOR shall discharge or cause to be discharged all liens, charges or other encumbrances attaching to or upon any materials, goods, equipment, plant or other items provided by the CONTRACTOR Group for use for or in connection with the completion of the Work associated with the GOODS which in the opinion of the OWNER may adversely affect the performance of the CONTRACTOR's obligations under the CONTRACT.
- 30.3 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER Group against any and all Claims in respect of liens, charges or other encumbrances irrespective of negligence and/or breach of duty (statutory or otherwise) of the OWNER Group.
- 30.4 The OWNER may discharge any lien, charge or other encumbrance and may deduct from payment due to the CONTRACTOR or recover by other means as a debt due from the CONTRACTOR all costs and expenses reasonably incurred in so doing.
- 30.5 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR.
- 30.6 If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.
31. **INSURANCE (AS APPLICABLE):**
- 31.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance as applicable with reputable insurance companies to the satisfaction of the OWNER as follows:
- 31.2 CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

- 31.3 Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 31.4 All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in value of CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in value of CONTRACT to the extent of reduced premium amounts.

31.5 CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i. Employees State Insurance (ESI) Act:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or Sub-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or Sub- CONTRACTOR's employees, who are employed in the Work provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the Sub-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of Sub-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the Sub-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or Sub-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total Value of CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii. Workmen Compensation and OWNER's Liability Insurance:

Workmen Compensation and OWNER's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the Sub-CONTRACTOR to provide workman's Compensation and OWNER's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

- a) CONTRACT No.
- b) Complete scope of work
- c) Site/ location details
- d) Details of workmen to be insured
- e) Validity period of the insurance coverage

iii. Accident or Injury to Workmen:

The OWNER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any Sub-CONTRACTOR, if applicable under this contract conditions and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv. Transit Insurance:

Open transit policy of all items to be transported by the CONTRACTOR to the Site of Work, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to OWNER site and or any free issue materials issued by OWNER, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v. Comprehensive Automobile Insurance:

This insurance shall be in such a form as to protect the CONTRACTOR against all claims for injuries, disability, disease and death to members of public including OWNER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the ownership of such vehicles.

vi. Comprehensive General Liability Insurance:

This insurance shall protect the CONTRACTOR against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the CONTRACTOR, his agents, his employees, his representatives and Sub-CONTRACTOR's or from riots, strikes and civil commotion.

CONTRACTOR shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the CONTRACTOR) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Thirty Lakh per death, Fifteen Lakh per full disablement and Ten Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the OWNER.

The CONTRACTOR shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any such insurance requirements as are hereby established as the minimum policies and coverage's which CONTRACTOR must secure and keep in force must be complied with, CONTRACTOR shall at all times be free to obtain additional or increased coverage's at CONTRACTOR's sole expenses.

vii. CONTRACTOR's All Risk Insurance Policy (CAR):

The CONTRACTOR shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the OWNER at its sole discretion with an extended maintenance coverage for the CONTRACTOR's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

CONTRACTOR will be required to take insurance coverage of minimum 1.1 times the basic CONTRACT value to cover the cost of free issue material/items issued by the OWNER and the cost of materials being procured by the CONTRACTOR. The policy shall be taken for individual CONTRACT.

The policy shall indicate:

- a) CONTRACT No.
- b) Complete scope of work
- c) Site/ location details
- d) Type of risks covered
- e) Validity period of the insurance coverage

viii. Any Other Insurance required under Law or Regulations or by OWNER:

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

32. INDEMNITY:

- 32.1 To the fullest extent permitted by Law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its affiliates, and subsidiary companies or entities, and its and their respective officers, directors, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses including, but not limited to, attorneys' fees and costs of court (collectively, the "Claims"), arising out of, connected with, or alleged to arise from or be connected with any event or circumstance which occurs or exists, or is alleged to have occurred or existed, in any way related to the manufacture, delivery, performance or installation of the GOODS/SERVICES, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to CONTRACTOR, OWNER, or any other party, including any Claims based upon or arising out of CONTRACTOR's sole, joint, or contributory negligence or strict liability, except to the extent that any such Claim arises out of, or is attributable, to OWNER's gross negligence or wilful misconduct.
- 32.2 The CONTRACTOR shall at all times indemnify and keep indemnified OWNER against all CLAIMS, loss, demands, proceedings, charges and expenses, liability of personal injury (including death), and/or damage omission or default by the CONTRACTOR or his representative and arising out of or connected with the performance of CONTRACT and arising out of non-compliance with the Law.
- 32.3 The CONTRACTOR undertakes responsibility for and shall indemnify OWNER or their employees from all liability, CLAIMS, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost with respect to any breach of the CONTRACTOR's obligation under the CONTRACT or for which the CONTRACTOR has assumed under any order local or national Law or Laws.

33. EMPLOYMENT LIABILITY OF CONTRACTOR:

- 33.1 The CONTRACTOR shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the CONTRACTOR shall preferably be on his roll and be paid by him and OWNER shall have no responsibility towards them.
- 33.2 The CONTRACTOR shall be directly responsible and indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 33.3 The CONTRACTOR shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the CONTRACTOR.
- 33.4 The CONTRACTOR shall ensure regular and effective supervision of the personnel deployed by him. All liability arising out of accident and death while on duty shall be borne by CONTRACTOR.

34. CONSEQUENTIAL & INDIRECT DAMAGES:

- 34.1 Notwithstanding anything contained elsewhere in this CONTRACT neither party shall be liable for whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

35. LIMITATION OF LIABILITY:

- 35.1 Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of:
- Breach of Applicable Laws by the CONTRACTOR
 - Gross negligence, fraud, or willful misconduct of the CONTRACTOR.
 - Infringement of any Intellectual Property Rights of the OWNER.
 - Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT.
 - Provisions under Clause 17.2 of GTC

36. CONFIDENTIALITY:

- 36.1 The CONTRACTOR and/or the CONTRACTOR's PERSONNEL shall not, during the continuance of this CONTRACT, or at any time thereafter, publish or disclose to any third party, except with the written consent of the OWNER or by requirement of the Legislation, any information, data or process which is confidential or of a commercially sensitive nature connected with the business or affairs of the OWNER which shall come or have come to its or their knowledge in or by reason of the engagement by the OWNER of the CONTRACTOR under this CONTRACT, provided that this restriction shall not apply to any information:

However, these obligations do not apply to documents for which it can be demonstrated that:

- Such documents were already in the public domain before these were communicated to the other PARTY, or have become part of the public domain since without any fault or negligence of the PARTY concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other PARTY, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other PARTY.

- 36.2 The experts appointed by the OWNER are not considered as third parties, and for this reason they have to respect, towards the CONTRACTOR, the same obligations as the OWNER in these matters.
- 36.3 Any document, other than the Agreement itself, enumerated shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the CONTRACTOR's obligations under the Agreement, if so required by the OWNER.
37. **PUBLICATION AND PRESS ANNOUNCEMENTS:**
- 37.1 CONTRACTOR, either alone or jointly with others, cannot publish material or make press releases or announcements regarding either this CONTRACT or the activities of the CONTRACTOR related to its participation in this CONTRACT. Such publication shall be subject to prior approval of the OWNER in writing.
38. **INTELLECTUAL PROPERTY RIGHTS (IPR) AND TRADEMARKS:**
- 38.1 All intellectual property Rights or IPR in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books created, supplied or developed by the OWNER and appertaining to the GOODS shall remain in the OWNER and the originals and all copies of them shall be delivered to the OWNER on completion of the work associated with the GOODS and the CONTRACTOR and any SUBCONTRACTORS shall, if required, certify that none have been retained.
- 38.2 All documents, drawings, technical know-how, calculations, computer print-outs, computer files, computer software designs and inventions created, supplied or developed by the CONTRACTOR pursuant to or in the performance of this CONTRACT whether fully or partially completed and relating to the GOODS shall be the property of the OWNER and the copyright for the same shall be vested in the OWNER.
- 38.3 Subject to the OWNER's rights pursuant to this CONTRACT, the CONTRACTOR shall retain all intellectual property in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books and inventions created by the CONTRACTOR prior to this CONTRACT and which shall not have been prepared by the CONTRACTOR at the request of the OWNER or pursuant to a previous contract or arrangement with the OWNER.
- 38.4 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER from and against any and all Claims which arise out of, or in any way relate to, any patent, registered design, copyright, trademark or trade name or any patent application or other proprietary right asserted by the CONTRACTOR and SUBCONTRACTOR, any employee of either of the foregoing or any third party in respect of any device, apparatus, process or method used by the CONTRACTOR in performing its obligations under the CONTRACT.
- 38.5 Should the CONTRACTOR or any SUBCONTRACTOR infringe, or allegedly infringe, any patent, registered design, copyright, trademark or trade name which delays or prevents the CONTRACTOR from carrying out its obligations under this CONTRACT, the OWNER may treat such cessation or delay to the completion of the work associated with the GOODS arising there from as a fundamental breach of this CONTRACT by the CONTRACTOR. The CONTRACTOR shall be liable for all additional costs incurred by the OWNER pursuant to its mitigation of the effects of such cessation or delay.
- 38.6 The CONTRACTOR shall promptly disclose to the OWNER all inventions which it or any SUBCONTRACTOR may make which are wholly or in part based on or derived from information arising from the completion of the GOODS. All rights, titles and interest in and to such inventions shall belong to the OWNER. The CONTRACTOR shall execute or have executed all documents and shall perform or have performed all such acts as the OWNER may deem desirable or necessary to protect the OWNER's title to such inventions and to obtain and maintain patent coverage therein throughout the world.

38.7 Nothing in this contract confers upon the CONTRACTOR any right to use trademarks, trade names or service marks or even otherwise, nor shall any CONTRACTOR adopt any trademark which is confusingly similar to any a trademark of the OWNER.

39. **PERMITS, LICENSES, STATUTORY AND OTHER REQUIREMENTS:**

39.1 The CONTRACTOR shall obtain at its own risk and expense, all permits, licenses, registrations, certificates or other administrative authorizations as may be required by any GOVERNMENTAL AUTHORITY from time to time or may be necessary or incident to the CONTRACTOR's business in the jurisdictions where the CONTRACTOR has to fulfil its obligations under this CONTRACT.

39.2 The CONTRACTOR shall comply with the Legislation and other requirements affecting the completion of the work associated with the GOODS/SERVICES, including delivery as per the CONTRACT.

39.3 The CONTRACTOR shall not under any circumstances apply to, or enter into negotiations with, or agree with any GOVERNMENTAL AUTHORITY or agency for acceptance of variations from or revisions to Legislation without the OWNER's prior written consent, except to the extent such matters pertain only to the CONTRACTOR's equipment and the CONTRACTOR's PERSONNEL, which do not and cannot directly or indirectly affect the OWNER's legal obligations, equipment, sites or personnel.

40. **FORCE MAJEURE:**

40.1 Neither PARTY shall be responsible for any loss or damage of any kind caused by a failure or delay in performance of any obligation hereunder if such failure or delay is attributable to FORCE MAJEURE.

40.2 For the purposes of CONTRACT only the following occurrences shall be deemed to constitute FORCE MAJEURE:

- a. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- b. Earthquake, flood, drought, earthquake, cyclone, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
- c. Changes to any general or local statute, ordinance, decree, or other LAW, or any regulation or bye-law of any local or other duly constituted authorized or the introduction of any such statute, ordinance, decree, law, regulation or bye-law.
- d. In case of Epidemic / Pandemic declared for particular area(s) wherein PARTIES are unable to perform its obligations under the CONTRACT.

40.3 The CONTRACTOR shall not under any circumstances be relieved or excused from its obligation to perform to the extent that the cause of such failure or delay in performance is caused by:

- a. unfavorable weather conditions which are reasonably expected for the climate in the geographic area where the work is to be performed; or
- b. any delay, default or failure (direct or indirect) by the CONTRACTOR in obtaining materials, equipment or manpower required for performing any work; or
- c. financial distress of the CONTRACTOR; or
- d. strikes, disputes or other action solely among employees of CONTRACTOR or its sub-CONTRACTORS or CONTRACTOR/sub-CONTRACTOR of the CONTRACTOR; or
- e. mechanical breakdown.
- f. shortage of labour, materials or other resources unless caused by circumstances which are themselves force majeure in nature.

40.4 A PARTY, which is, by reason of FORCE MAJEURE, unable to perform any obligation or condition required by this CONTRACT to be performed shall notify the other PARTY in writing within 24 hours, giving reasonably full particulars of the event or circumstance of FORCE MAJEURE, from the date of

commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations.

40.5 The obligations of the PARTIES under this contract to the extent performance thereof is prevented by the event of FORCE MAJEURE shall be suspended and the PARTIES shall not be liable for the non-performance thereof for the duration of the period of FORCE MAJEURE.

40.6 If performance of the CONTRACTOR is suspended by FORCE MAJEURE conditions for a period of 2 (two) weeks or more, then OWNER may in its sole discretion terminate this CONTRACT with immediate effect either in whole or in part at any time thereafter by giving notice thereto.

41. SUSPENSION OF CONTRACT:

41.1 The CONTRACTOR shall, if instructed in writing by the OWNER'S REPRESENTATIVE, temporarily suspend the works/SERVICES or any part thereof for such written instruction, and resume the same only after receipt of written intimation to proceed therewith.

41.2 The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by reason of temporary suspension of the works/SERVICES aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension as aforesaid will be granted to the CONTRACTOR, should he apply for the same, provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

42. TERMINATION AND EFFECT OF TERMINATION:

42.1 The OWNER reserves the right to terminate the CONTRACT either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the CONTRACTOR:

- a. Breach of contractual obligation by the CONTRACTOR
- b. Insolvency or bankruptcy of the CONTRACTOR, or being a OWNER, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of reconstruction or amalgamation while solvent.
- c. Failure to fulfil any of the CONTRACTOR's obligations under the CONTRACT

The decision of the OWNER regarding occurrence of any of the aforesaid events shall be final and binding on the PARTIES.

42.2 Without prejudice to, and in addition to, the OWNER's other rights under this CONTRACT; the OWNER shall have the right to terminate this CONTRACT or any part thereof without assigning any reason at any time by giving 24 hours written notice to the CONTRACTOR.

42.3 In the event the OWNER terminates the CONTRACT in whole or in part, as above, the OWNER may procure, upon such terms and in such manner as it deems appropriate, goods / services similar to those undelivered and the CONTRACTOR shall be liable to the OWNER for any excess costs for such similar goods/ services. However, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated. This is without prejudice to any of the OWNER's rights to deduct/ withhold any amount as specified elsewhere in this CONTRACT.

42.4 If GOODS procured by the CONTRACTOR, but not utilized till date of termination will be the responsibility of the CONTRACTOR and no claim will be entertained by the OWNER for the same.

42.5 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any costs incurred by the CONTRACTOR including, but not limited to, input material/labour cost, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the CONTRACTOR and / or security deposit held with OWNER.

42.6 GOODS shall not be or be deemed to be an asset in a bankruptcy if CONTRACTOR, voluntarily or not, becomes or is declared bankrupt.

43. DEBARMENT OR SUSPENSION:

43.1 OWNER reserves the right of Debarment or Suspension for the CONTRACTOR, upon occurrence of any events including but not limited to the following, in line with OWNER prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES, available on OWNER website, by giving written intimation to the CONTRACTOR:

- a. In case of any conviction for criminal offence pertaining to the CONTRACTOR or its director or subcontract, or indicating a lack of business integrity or honesty which directly and seriously affects the business of the OWNER; or
- b. In case of any serious breach of the CONTRACT indicating an unwillingness or inability to perform the CONTRACT in accordance with the terms and conditions or in accordance with the specifications, or a record of unsatisfactory performance of this CONTRACT or one or more related CONTRACTs in accordance with the terms and conditions thereof, or in accordance with its specifications; or
- c. The breach of any ethical standard set out by the OWNER

43.2 The decision of OWNER regarding Debarment or Suspension and/or occurrence of any of the aforesaid events or Debarment for future tendering / award of any contract shall be final and binding on the PARTIES.

43.3 The Suspension or Debarment shall take effect immediately upon receipt of written intimation to the CONTRACTOR.

43.4 In case of termination of CONTRACT in accordance with the Clause-42, except under conditions of FORCE MAJEURE, Termination for convenience i.e. CONTRACT foreclosure/short-closure, the CONTRACTOR shall be debarred [i.e. neither any enquiry will be issued to the party by OWNER against any type of tender nor their offer will be considered by OWNER against any ongoing tender(s) where contract between OWNER and the CONTRACTOR (as a bidder) has not been finalized] as per the OWNER prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES, available on OWNER website.

44. GOVERNING LAW AND ARBITRATION:

44.1 This CONTRACT is governed and construed by the Laws of India and the competent Courts at Ahmedabad, Gujarat (India) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this CONTRACT. Any dispute between the PARTIES shall be resolved mutually.

44.2 Any Dispute whatsoever arising out of this CONTRACT which is not resolved by mutual agreement through negotiations between the Parties within thirty (30) days of the notice of the dispute, shall be referred to and shall be finally settled by arbitration process conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the rules made there under from time to time, and any statutory modifications thereof.

44.3 The arbitration shall be conducted by a sole arbitrator who shall be appointed by the OWNER.

44.4 The PARTIES shall bear all the costs and expenses related to the arbitration including the fees of the sole arbitrator in equal proportion. The PARTIES hereby waive their rights to claim or recover, any

damages for Consequential Loss or any punitive, multiple, or other exemplary damages before the arbitration.

- 44.5 The final award passed by the sole arbitrator may include interest, as determined by the sole arbitrator, from the date of any default, breach, or other accrual of a claim until the arbitral award is paid in full. The arbitral award shall be made and payable in Indian Rupees, free of any tax or other deduction.
- 44.6 The sole arbitrator shall be authorized to award costs, attorneys' fees, and expert witness fees and to allocate them among the PARTIES.
- 44.7 The language of the arbitration shall be in English and the place and venue of the arbitration shall Ahmedabad, Gujarat (India).
- 44.8 All the decisions and the final award of the sole arbitrator shall be final and binding on both Parties. Judgment on the final award passed by the sole arbitrator may be entered and enforced by any court of competent jurisdiction at Ahmedabad.
- 44.9 All negotiations and arbitration relating to a dispute (including a settlement resulting from such negotiation an arbitral award, documents exchanged or produced during arbitration proceedings, and memorials, briefs or other documents prepared for the arbitration) are Confidential Information and may not be disclosed by the PARTIES, their employees, officers, directors, counsel, consultants, and expert witnesses, except to the extent necessary to enforce any settlement agreement or arbitration award to enforce other rights of a PARTY, as required by Law, or for a bona fide business purpose, such as disclosure to accountants, shareholders, or third-party; provided that any breach of this confidentiality provision shall not void any settlement, or arbitration award.
- 44.10 While any dispute under this CONTRACT is pending, including the reference of any dispute to arbitration and commencement of the arbitration proceedings, the PARTIES shall continue to perform all of their respective obligations under this CONTRACT without prejudice to the final determination in accordance with the provisions under this Clause.
- 44.11 All matters arising out of this CONTRACT shall be subject to the exclusive jurisdiction of the courts at Ahmedabad and the PARTIES hereby irrevocably attorn and submit to the jurisdiction of these courts. The PARTIES irrevocably waive any objection to venue in these Courts.
45. **CONFLICT OF INTEREST, ETHICAL STANDARDS:**
- 45.1 The CONTRACTOR shall not, without the prior approval of the OWNER, participate in any business entity where use could be made of, or divulge to any third party, any information, knowledge or a relationship arising out of the CONTRACT or where such participation or action could conflict with the interests of OWNER.
- 45.2 No director, officer, employee, consultant or servant of the CONTRACTOR shall enter into any business arrangement with any director, officer, employee, consultant or servant of OWNER without full written and timely disclosure to OWNER.
- 45.3 The CONTRACTOR shall not accept any commission or any other payment from tenderers, contractors, vendors or any third party concerned with the work.
- 45.4 Each PARTY represents and warrants that it has conducted and shall conduct its business in accordance with the highest ethical standards and it shall comply with all applicable Laws in the performance of its obligations under the CONTRACT including but not limited to Laws dealing with ethical business practices. If at any time during the term of the CONTRACT a party hereto is informed or information comes to such Party's attention that it is or may be in violation of any applicable Law (or if it is so

determined by any court, tribunal or other governmental authority), such Party shall immediately take all appropriate steps to remedy such violation and comply with such Law in all respects. Further, each Party hereto shall establish and maintain all proper records (including accounting records) required by applicable Law.

46. CORRUPT AND FRAUDULENT PRACTICES:

46.1 The OWNER requires that CONTRACTOR observe the highest standard of ethics during the execution of CONTRACT. In pursuance of this policy, the OWNER defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a CONTRACT to the detriment of the OWNER, and includes collusive practice amongst CONTRACTORS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition;
- c. "Unfair trade practices" means supply of materials different from what is ordered on, or change in the Scope of Work which was given by OWNER in the CONTRACT
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.

46.2 OWNER will reject a proposal for award, if it determines that the CONTRACTOR recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question;

46.3 OWNER will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the OWNER determines that the firm has engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for or in executing a contract.

47. AGENTS AND INTERMEDIARIES

47.1 CONTRACTOR represents warrants and undertakes to CONTRACTOR that it and each of its Affiliates and their respective officers, directors, employees or other representatives have not:

- a. used, and will not use, the services of an agent or intermediary; or
- b. made or offered to make, and will not make any payment or transfer of anything of value directly or indirectly to any agent or intermediary or to any CONTRACTOR Personnel,

in connection with CONTRACTOR's prequalification/short listing for, or the award of, the CONTRACT or in connection with any variation subsequently agreed under the CONTRACT.

47.2 Any breach of this provision shall be a material breach of the CONTRACT entitling OWNER to terminate the CONTRACT.

48. POSSESSION PRIOR TO COMPLETION

48.1 The OWNER'S REPRESENTATIVE shall have the right to take possession of or use any completed or partially completed work/SERVICES or part of the work/SERVICES. Such possession or use shall not be deemed to be an acceptance of any work/SERVICES completed in accordance with the CONTRACT.

48.2 If such prior possession or use by the OWNER'S REPRESENTATIVE delays the progress of work/SERVICES, equitable adjustment in the time of completion will be made and the CONTRACT shall be amended accordingly in writing by the OWNER.

49. **COMPLIANCE OF LABOUR LAWS AND OTHER STATUTORY PROVISIONS (AS APPLICABLE):**

CONTRACTOR shall be solely responsible for strictly following all Labour Laws, Industrial Laws, The Building And Other Construction Workers' (Regulation Of Employment And Conditions Of Service) Act & Welfare Cess Act or Factories Act, 1948 and such other laws which are applicable from time to time including, but not limited to, the notification amendments or additions which are made to these laws during the period of CONTRACT. The CONTRACTOR shall also be responsible for various levies of State Government, Government of India or any Statutory Body or GOVERNMENT AUTHORITY. The CONTRACTOR shall have to, at his own expenses, comply with labour laws and keep the company indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the CONTRACTOR shall comply with are as under, but not limited to:

- 49.1 CONTRACTOR shall, before commencement of the job, apply for Form-III to OWNER's HR Dept. along with requisite documents (wherever applicable) & to further make an application to the licensing officer to obtain license as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Copy of the application made & copy of license so obtained should be communicated to CONTRACT OWNER/Legal compliance team within 15 days from the date of commencement of work. CONTRACTOR shall procure / obtain, at its expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinance and other acts & rules in effect at the place where any of the work is to be performed and shall adhere to and comply with all the applicable laws, regulations, ordinances and other acts & rules in effect in relation to all the work under the CONTRACT and performance of the CONTRACTOR.
- 49.2 CONTRACTOR, before actual deployment of Contract Labour, shall obtain necessary license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 49.3 CONTRACTOR shall ensure regular & effective supervision of the personnel deployed by him and to ensure safety & security of his personnel. The Contractor shall issue an Identity card with photograph to all his personnel as per Form No. 36 under the Factories Act, 1948 or under other applicable statute/Act. The identity card should be displayed while at work & to be produced as & when asked by the authorized officer of the Company.
- 49.4 CONTRACTOR shall be solely liable to obtain & keep valid and a subsisting license during the period of contract under Contract Labour ("Regulation & Abolition") Act, 1970 and all necessary licenses from competent authority as provided under various labour laws & bear all such costs related to adhering to all such applicable laws including payment of any Cess, charges, taxes, duties or contributions prescribed in the relevant laws. The CONTRACTOR shall not claim any non-adherence or default due to lack of information as to applicability of any law and shall be solely responsible for the same. Further the CONTRACTOR shall keep the OWNER indemnified and harmless from any liability, penalty which might be imposed including any cost, expenses which OWNER might be required to bear/incur by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
- 49.5 CONTRACTOR shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923 (known as Employees' Compensation Act) and other relevant Acts, Rules & Regulations in force from time to time. CONTRACTOR shall maintain all required up-to-date and complete registers, documents and file all required periodical returns with respective authorities from time to time under all applicable labour laws and Rules & Regulations thereunder in force from time to time and to provide proof as and when asked for.
- 49.6 CONTRACTOR shall be responsible for necessary contributions towards Provident Fund (PF), Family Pension, Employee Deposit Linked Insurance (EDLI) Scheme, Employees' State Insurance Corporation of India (ESIC) or any other statutory payments to Government Agencies as applicable under the laws

in respect of the contract and of personnel deployed by the CONTRACTOR for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The CONTRACTOR shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund. The CONTRACTOR shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of OWNER. The CONTRACTOR shall obtain a separate ESIC number from the concerned authority and submit necessary proof of having deposited the employees as well as the employer's contribution to the ESIC Authorities. The CONTRACTOR shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of OWNER. The CONTRACTOR shall ensure to obtain smart card for each family member of their employees falling under ESIC and submit necessary proof of having smart card issued to family members of the employees.

- 49.7 CONTRACTOR shall not engage / deploy any person who has not completed the age of 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit, competent and with no criminal records.
- 49.8 CONTRACTOR shall make the payment of wages/ salary to his personnel by way of directly crediting the amount of wages in their bank account OR by Account Payee Cheque on or before the expiry of 7th day of the following month for respective wage period, as applicable, under the Payment of Wages Act, 1936), irrespective of whether the submitted invoices / bills by the Contractor to OWNER are disbursed or not. Also, the Contractor shall be providing Wage slips / payment slips to all its personnel along with disbursement of wages. Necessary proof/s of the same should be submitted to the OWNER along with the invoice/s. In case of any default/ non-compliance of the provisions of the Payment of Wages Act, 1936 (i.e. any delay in disbursement of wages / salary beyond the stipulated time frame prescribed under the aforesaid Act), **a penalty of INR 50/- 'Per Day – Per Workmen' shall be deducted.** In case of repetitive defaults, OWNER reserves the right to withhold the release of CONTRACTOR's payment till the CONTRACTOR makes the payment of salary to his personnel or OWNER may take suitable action at the risk & cost of CONTRACTOR for non-payment of any statutory dues by him.
- 49.9 The installations where job is to be carried out are live and have hydrocarbon environment, CONTRACTOR shall comply with all safety and security rules and regulations and other rules laid down by OWNER for its operation. CONTRACTOR shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the CONTRACTOR to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the CONTRACTOR's personnel will lead to the termination of the CONTRACT in all respects and shall face penal / legal consequences.
- 49.10 CONTRACTOR shall obtain and keep valid and subsisting requisite insurance policy for all his personnel deployed on the job during the period on contract as per the provisions of Employees compensation Act, 1923 and submit a copy of the same to OWNER Compliance Team for information and records. Contractor shall pay compensation to his personnel in case of any accidental injury in accordance with the provisions of Employees compensation Act, 1923. In case by virtue of provisions of Workmen Compensation Act, 1923 or any other law in force, OWNER has to pay compensation for workmen employed by the CONTRACTOR due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the CONTRACTOR and/or security deposit with OWNER.
- 49.11 Any failure or non-compliance of the Labour Laws and other rules and regulations to be complied there under the same shall be recoverable by the OWNER from the CONTRACTOR's bills or Retention Money or by revoking the performance bank guarantee.
- 49.12 CONTRACTOR shall make payment & settle full & final statutory dues payable to his personnel upon completion of the contract as per provisions of Industrial Dispute Act, 1947. CONTRACTOR shall be

directly responsible to indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

- 49.13 Wherever applicable, CONTRACTOR shall obtain a registration under The Building And Other Construction Workers' Act from the concerned authority and submit necessary proof of having registration in the name of CONTRACTOR. Based on the actual quantity of work executed as also basis amount of invoice submitted by the CONTRACTOR, applicable cess amount will be deducted and deposited with relevant authorities by the OWNER. However, in case of any claim which may arise due to default on the part of CONTRACTOR, the CONTRACTOR shall indemnify OWNER for any such liability which may arise on OWNER.



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

Supply, Installation, Testing, Commissioning and 6 years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units - Bathinda Office (Bathinda GA)

BID NO: GEM/2025/B/6897076

(Open bidding through GeM Portal)

1. **GENERAL**

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (GTC), specification of work, drawings and any other documents forming part of this CONTRACT, wherever the context so requires.

1.2 Where any portion of the GTC is repugnant to or at variance with any provisions of STC, the provision(s) of later, unless a different intention appears, shall be deemed to override the provision(s) of GTC. This shall be only to the extent that such repugnancy of variations in the STC as are not possible of being reconciled with the provisions of GTC.

2. **BUYER REPRESENTATIVE:**

2.1 The OWNER's REPRESENTATIVE for this CONTRACT shall be intimated at the time of award.

3. **RATE VALIDITY:**

3.1 The RATES specified in the RATE CONTRACT for issuance of formal CALLOUT ORDER/PURCHASE ORDER shall remain firm & fixed for 07 (seven) years from the date of award of RATE CONTRACT/ PURCHASE ORDER.

4. **WARRANTY PERIOD:** 12 Months

5. **DELIVERY SCHEDULE:** As mentioned in SOW

6. **CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**

6.1 The CONTRACTOR shall submit the CPBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 10% of the basic CONTRACT VALUE.

6.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 10% for the differential amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

6.3 CPBG shall be valid till Contract duration period + WARRANTY PERIOD (12 Months) +3 months claim lodgment.

7. **PAYMENT STAGES AND INVOICING FREQUENCY:**

7.1 As specified in the "Section II-Scope of Work" of the Tender Documents

8. **PAYMENT TERMS:**

8.1 100% Payment shall be released within 30 days from the date of receipt of Certified Bill / Invoice by GGL post acceptance of materials.

8.2 CONTRACTOR should ensure the following documents must submit with the original invoices: -

(1) Original invoice (2) delivery challan (3) E-way bill (4) VISA covering letter.

9. **LIQUIDATED DAMAGES: (Applicable as per GTC):**

- 9.1 The liquidated damages (LD), a sum equivalent to half percent (0.5%) of the value of delayed GOODS per week of delay or part thereof, on basic value of delayed GOODS, subject to maximum of 5% of the basic value of the delayed portion of the GOODS. The decision of BUYER in regard to the actual delay shall be final and binding to the SELLER.

SECTION-VII

INFORMATION FOR E-TENDER PORTAL

1. General Instruction

1.1 Bidder should submit the bids online through Government e Marketplace (GeM) portal.

1.2 The bidder should be registered with GeM portal. If bidder is not registered with GeM portal, kindly register first for bid participation.

Contact of GeM:

Email. helpdesk-gem@gov.in

Call: 1-1800-419-3436 / 1-1800-102-3436 (9:00 am -10:00 pm Mon to Sat)

Website: <https://sso.gem.gov.in/>

Useful link/FAQ: <https://gem.gov.in/userFaqs/seller>

1.3 Technical bid and Price bid documents shall be submitted online only and documents in hard copy shall not be accepted. However, Hard copy documents need to be submitted by successful bidder as and when requested by Owner.

2. Amendment

The amendment in the form of “Corrigendum” shall be uploaded on the website and it shall be bidder’s responsibility to stay updated with the information on GeM portal.

3. Documents Including the Bid

Bidder shall upload bid documents as listed in Section VI: Forms and Formats (List of documents to be submitted by Bidder) as per requirement set under the tender documents

4. Bid Opening

All the stages, as may be applicable as per tender terms & conditions, shall be opened online and bidder can view all the proceedings online, subject to their qualification for respective stages.

SECTION-VIII:
PRE-BID QUERIES FORM

REPLY / CLARIFICATION TO BIDDERS QUERIES RAISED DURING PRE-BID MEETING Supply, Installation, Testing, Commissioning and 6 years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units - Bathinda Office (Bathinda GA) BID NO: GEM/2025/B/6897076				
Sr. No.	Tender Clause No. / Annexures	Page No.	Bidders Comments / Queries	Gujarat Gas Reply / Clarifications to All Bidders
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SECTION-IX: Virtual Pre-bid Meeting Details (WebEx Meeting)

Tender Name: SUPPLY & INSTALLATION OF PRE-FABRICATED PORTA CABIN AT WAREHOUSE, VAISHNAVDEVI, AHMEDABAD AND DCS STATION, MANDVI, KUTCH(W) GA.

Meeting Schedule:

Pre-bid Meeting against tender ID / BID NO: GEM/2025/B/6897076
Hosted by webex3

Participants are requested to click on below link and use passcode: 9760 for securely connecting to the online WebEx meeting.

<https://ggl.webex.com/ggl/j.php?MTID=m0cb54eae14b7315389731e6dc7fe5675>

Tuesday, November 25, 2025 3:00 PM | 1 hour 30 minutes |
(UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi
Meeting number: 2513 312 0930
Password: 9760



SECTION X:
FORMS & FORMATS

**Supply, Installation, Testing, Commissioning and 6 years
comprehensive Annual Maintenance Contract of Air
Conditioners upon the completion of the warranty period of
the indoor units - Bathinda Office (Bathinda GA)**

BID NO: GEM/2025/B/6897076

(Open bidding through GeM Portal)



RTGS / NEFT / IFT - Electronic Fund Transfer Mandate Form
(Mandate for receiving payments through RTGS / NEFT
From GUJARAT GAS LIMITED)

1	Vendor Name	
2	Vendor Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
	A. Bank Name	
	B. Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No	
	G. RTGS / NEFT IFSC Code	
	H. 9 digit MICR code appearing on the cheque book	
	I. Type of Account	
	J. Account No.	
5	Vendor's e-mail id	
6	Reason for change in bank account	

(Mandatorily enclose physical cancelled cheque).

We hereby declare that if the transaction is delayed or done in other bank account because of incomplete or incorrect information, we would not hold the company responsible. We agree that the payment made by GGL in either the existing bank account or new bank account shall be deemed as effective and due discharge of its liabilities owed to us to the extent of the amount paid.

We further represent and confirm that the aforementioned bank change is neither inconsistent with nor contrary to nor in breach of any order/judgment/direction by any court/tribunal or any authority so appointed by the court/tribunal and any applicable law, rules and regulations . In case of any claim, action or proceedings that may be initiated against GGL on account of the aforementioned bank change, we undertake to indemnify and keep GGL harmless and indemnified against the said claims, action and proceedings for all the times and on full indemnity basis. .

In addition to the above, the undersigned represent and warrant that he/she is duly authorized by the aforementioned Company/Partnership Firm (as the case may be) to request GGL and get the bank account, as mapped in the system of GGL, changed to another bank account.

Date: _____

Place: **Sign and Seal by only authorized person as per banking records**

_____ **BANK Confirmation** _____

We confirm that M/s _____

_____ is having above bank account with us and above request to GGL has been signed by authorized signatories, same are matching with our banking records.

Date: _____

Place: **Sign and Seal by banks**



F-2

UNDERTAKING FOR UNCONDITIONAL ACCEPTANCE OF ENTIRE SET OF TENDER DOCUMENTS AND ZERO DEVIATION CONFIRMATION

(on BIDDER Letter head)

To,
GUJARAT GAS LIMITED,
Office No. 4 & 5, Ground Floor,
IT Tower-2, Infocity, Gandhinagar-382009
Gujarat

BID NO: GEM/2025/B/6897076

Dear Sir,

I/We hereby declare that I/we have read, examined & understood the entire set of Tender Documents published against **e-Tender ID/BID NO: BID NO: GEM/2025/B/6897076** as well as any Corrigendum/Addendum/Tender Bulletin(s) thereto: a) Section-I : Instructions To Bidders (ITB) b) Section-II: Technical Scope and Specifications (along with all Annexures, Exhibits, Drawings etc.) c) Section-III: Schedule of Rates (SOR) d) Section-IV: General Terms of CONTRACT (GTC) e) Section-V: Special Terms of CONTRACT (STC) f) Section-VI: Forms and Formats g) Corrigendum/ Tender Bulletin(s), if any.

I/We hereby undertake to agree & accept the same unconditionally vide this declaration.

I/We hereby request you to consider this declaration in lieu of entire set of Tender Document published on the tendering portal as signed & stamped acceptance.

I/we confirm that supporting documents required for BID evaluation as mentioned in ITB as well as all other details, data sheets & documents required to be submitted as stipulated in the Technical Scope/Specifications have been submitted separately in Packet-2 as stipulated in Section-I: Instructions to Bidder (ITB). I/we hereby further undertake that in absence of any document, GGL reserves right to call for any other supporting document(s) as may be required for BID evaluation.

Further, we understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not sought any deviation(s)/ exception(s) and accept the tender documents in entirety.

I/We agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)



F-3

DECLARATION OF OTHER CRITERIA

(Will be sought submit on BIDDER Letter head)

To,
GUJARAT GAS LIMITED,
Office No. 4 & 5, Ground Floor,
IT Tower-2, Infocity, Gandhinagar-382009
Gujarat

Dear Sir,

With reference to Gujarat Gas Limited, BID NO: GEM/2025/B/6897076

1. I/We understand that a Bidder who submits or participates in more than one bid, directly or indirectly, will result in disqualification of all the proposals, in which the Bidder has participated. Hence, I/We hereby undertake & declare that we have submitted single bid against the above referred e-Tender. Further, I/we declare that none of our proprietor /partner(s) is/are same proprietor/ common Partner(s) in/with any of the bidders participating in the tender.
2. I/We are NOT debarred or blacklisted or put on holiday by (a) Gujarat Gas Limited, or (b) any of the GSPC Group Companies, as on the bid submission date.
3. I/We hereby confirm that ***(Bidder shall tick/select any one of the options below - as applicable)***

☐

There is/are no on-going and/or Past Litigation(s)/Arbitration(s) process with, either (a) Gujarat Gas Limited, or, (b) any of the GSPC Group Companies.

☐

There is/are on-going and/or Past Litigation/Arbitration process with, either (a) Gujarat Gas Limited, or, (b) any of the GSPC Group Companies, details of which are attached herein *(Bidder to attach/upload list of such Past as well as on-going Litigation/Arbitration Proceedings, which includes the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim, if any*

GGL may evaluate the details of such litigation / arbitration proceedings and may at its sole discretions disqualify such bidder who is indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against GGL or GSPC Group Companies; and proceed with the bidding process. Further, the bidder shall provide any additional details/clarifications as may be require by GGL in this regard in time bound manner.

4. We will meet qualification criteria on its own. (e.g. qualification through Joint Venture/ Consortium/ MoU etc. are not allowed.)

Note: With respect to point nos. 1, 2 and 3, if the aforementioned undertaking or any part thereof is found false/incorrect/inaccurate OR occurrence of any of the above-mentioned disqualifying events contemplated at point nos. 1, 2 and 3, during empanelment period/award period, shall make the concerned bidder liable for disqualification for tenders/contract award, at the sole discretion of GGL.

For the purpose of this Declaration, Litigation/Arbitration' shall mean any suit, litigation, arbitration, judicial or quasi-judicial proceeding initiated by/against the Bidder involving GGL and/or any of the GSPC Group Companies before any Court/ Forum/ Tribunal/ Authority/ Regulator/ Arbitrator as on the date of submission of bid.

(SEAL AND SIGNATURE OF BIDDER)



F-4

DECLARATION OF RELATIONSHIP WITH GGL EMPLOYEES

(Will be sought online through eTendering Portal on Bidders' Letterhead)

To,
GUJARAT GAS LIMITED,
Gujarat Gas Limited,
Office No. 4 & 5, Ground Floor,
IT Tower-2, Infocity, Gandhinagar-382009
Gujarat

Dear Sir,

With reference to Gujarat Gas Ltd. e-Tender ID/ BID NO: GEM/2025/B/6897076,
I/We hereby confirm that ***(Bidder shall tick/select any one of the options below - as applicable)***

☐

I/We (including all Partners/Directors/Proprietor) are NOT Relative(s) of or have any financial or business transactions with any Employee(s) of Gujarat Gas Limited. It is further declared that if in the future such a conflict of interest arises, we will immediately intimate the same to GGL.

☐

I/We (any of Partner/Director/Proprietor) am/are Relative(s) of or have financial or business transactions with Employee(s) of Gujarat Gas Limited

(Bidder to attach/upload list of such relationship, if any)

We hereby declare and confirm that the above information and particulars are true and correct.

We undertake that, at its sole discretion GGL shall take appropriate action(s) in case of any contravention of this declaration.

Name & Sign of the Authorised Representative
Company Seal

Note: To encourage voluntary disclosures, any conflict of interest declared above would not mean automatic disqualification of the bidder(s) making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, would be taken by GGL. In case such mitigation is not possible, GGL may at its sole discretion exercise the right of disqualification of bidder(s).



F-5

EMD with UTR Details

1. EMD Value: _____
2. Mode of Payment: _____
3. Instrument/UTR No.: _____
4. Bank Details: _____
5. Bank Guarantee Valid up, If applicable _____

Form Reference	Description	Remarks
F-1	Bidder Information Form	To be filled and submitted by the Bidder online on eTendering portal.
F-2	Undertaking for unconditional acceptance of entire set of Tender Documents and Zero Deviation Confirmation.	To be filled and submitted by the Bidder online on eTendering portal.
F-3	Declaration of Other Criteria as mentioned in the BQC	To be filled and submitted by the Bidder online on eTendering portal. In case Bidder has any ongoing or Past Litigation/Arbitration Proceedings, then Bidder shall declare accordingly and attach/upload list of such Past as well as on-going Litigation/Arbitration Proceedings, which includes the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim.
F-4	Declaration of Relationship with GGL Employees	To be filled and submitted by the Bidder online on eTendering portal. In case any Partner/Director/Proprietor of Bidder Firm is/are Relative(s) of or have any financial or business transactions with any Employee(s) of Gujarat Gas Limited, the same shall be notified/declared by the Bidder. Further, in case such a conflict of interest arises post completion of tendering process or during the tenure of the Contract, the same shall be intimated to GGL.
Annexure – A	Bid Security (EMD) Proforma	This is required in case if Bidder wishes to submit Earnest Money Deposit (EMD) in the form of a Bank Guarantee. If so, it is to be submitted by the Bidder in original hard copy as per the format provided under Annexure – B. Scanned copy of the same to be submitted online on eTendering portal. Alternatively, Bidder can pay EMD through RTGS/ NEFT. GGL bank details has been provided under Section – I of tender documents. Refer clause 11.
Annexure – B	Proforma For Contract Performance Bank Guarantee	It is to be submitted by the successful bidder(s) after award of Contract , in the format as provided under Annexure – B.

Annexure – A
FORMAT FOR EARNEST MONEY DEPOSIT (EMD)
(If BIDDER opts to submit EMD in the form of a Bank Guarantee)

Bid Document No. :
 Project :

To
 Gujarat Gas Limited,
 Gandhinagar

Bank Guarantee No.
 Date

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as "the BIDDER") proposes to tender and offer in response to tender Ref. No. ----- for ----- (hereinafter called the "TENDER") issued by Gujarat Gas Ltd. a company incorporated under the Companies Act, 1956, having its registered office at Gujarat Gas CNG Station, Sector 5/C, Gandhinagar – 382006, Gujarat, India (hereinafter referred to as "GGL").

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by any bank in India acceptable to you as per the list of Banks provided in the TENDER, in your favour in accordance with the Tender Document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the BIDDER has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the BIDDER and in consideration of the proposed TENDER to you, WE,.....having our Registered Office....., India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at, India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the Tender and in the event of the BIDDER commits default or defaults in discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the TENDER.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the Tender and after the BIDDER had discharged all his obligations under the Tender provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms

and conditions of the Tender or extend the validity of the offer or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the terms and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part of or any indulgence by you to the BIDDER or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the BIDDER.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your prior consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.
14. Notwithstanding anything contained herein above;
 - i) Our liability under this Guarantee shall not exceed Rs..... (Rupees.....only);
 - ii) This Bank Guarantee shall be valid up to and including the date; and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager
Seal Address

Annexure – B
To be submitted by the Successful Bidder(s) after Contract Award
PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref No

Bank Guarantee No.

Dated

Gujarat Gas Limited
Gandhinagar

Dear Sirs,

1. In consideration of Gujarat Gas Limited, incorporated under Company's Act 1956 having its registered office at Gujarat Gas CNG Station, Sector 5/C, Gandhinagar – 382006, Gujarat and corporate office at Office No. 4 & 5, Ground Floor, IT Tower-2, Infocity, Gandhinagar 382 009, Gujarat (herein after referred to as "GGL" which expression shall unless repugnant to the context or meaning thereof include all its successors, Administrators, or meaning there of include all its successors, administrators, executors and assignees) having entered into a Contract / Purchase Order No. _____ dated _____ (herein after called the contract which express shall include all the amendments thereto) with M/s. _____ having its Head/ registered Office at _____ (herein after referred to as the Supplier / Contractors which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assignees) shall furnish to GGL a Contract performance guarantee for Rs. _____ for the satisfactory performance of the entire contract.
2. We _____ (Name and full address of the bank) registered under the laws of _____ having head / registered office at _____ (herein after referred to as "The bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and only permitted assignees) guarantee and undertake to pay immediately on first demand by GGL in writing, the monies to the extent of Rs. _____ (in figures) (Rs. _____ in words _____) without any demur, reservation, contest or protest and/or without any reference to the Contractor(s)/ supplier any such demand made by GGL on the Bank by serving a written notice shall conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, Arbitrator or any authority and / or any other matter of thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GGL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor(s)/ Supplier and shall remain valid, binding and operative against the bank.
3. The Bank also agree that GGL at its option shall be entitled to Enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor(s)/ Supplier and notwithstanding any security or other guarantee that GGL may have in relation to Contractor(s)/ Supplier's liabilities.
4. The bank further agree that GGL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of their terms and conditions of the said contract or to extend time of the performance by the said contractor(s) / supplier from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GGL against the said contractor(s)/supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Supplier or for any forbearance, act

or omission on the part of GGL or any indulgence by GGL to the said contractor(s) / Supplier or any such matter or thing whatsoever.

5. The bank further agree that the Guarantee herein taken for the performance of the contract and all dues of GGL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till GGL discharges this guarantee in writing or till its date of expiry whichever is earlier.
6. This guarantee shall not be discharged by any change in our constitution, in the constitution of GGL or that of the Contractor(s)/ Supplier.
7. The bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts at Ahmedabad, India.
8. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. _____ (in figures) (Rs. _____ (in words) and our guarantee shall remain in force until it is discharged by GGL in writing or till its expiry date i.e. _____ (indicate the date of expiry of bank guarantee).
9. After the date of expiry i.e. _____ this guarantee shall remain valid for further period of three months from the date of expiry i.e. _____. The Bank agrees to honour any claim under this Guarantee within three months from the date of expiry of this guarantee i.e. upto _____ (mention date after three months after expiry).
10. The bank agrees to pay full or part amount under this bank guarantee immediately after submission of demand or claim or request letter from GGL at any branch of the bank within India.

In witness whereof, the bank through its authorised officer has set its hand and stamp on this _____ day of the _____ at _____.

(SIGNATURE)

Full name, Designation and Official address

(in legible letters)

with Bank Stamp

Attorney as per

Power of Attorney No.

Date: _____

Witness No. 1

(Signature)

Full name and official

Address

(In legible letters)

Witness No. 2

(Signature)

Full name and official

Address

(in legible letters)