GUJARAT GAS

SECTION VI:
FORMS & FORMATS

Laying testing and commissioning of CGD- Steel Pipeline Network at Panchmahal GA in Gujarat State

e-TENDER ID- 470159

GUJARAT GAS

Form F-1

BIDDER INFORMATION FORM

To
GUJARAT GAS LIMITED,
9th Floor, Avdhesh House
Opp. Shree Govind Gurudwara
S.G Highway, Ahmedabad - 380054

1. Name of Firm/Company (As per PAN) _____

2. Type of Firm/Company (Tick One) : ☐ PROPRIETORSHIP FIRM ☐ PARTNERSHIP FIRM
   ☐ INDIAN COMPANY ☐ FOREIGN COMPANY
   ☐ PRIVATE LIMITED

3. PAN linked with **AADHAAR** (It is mandatory, in case registered firm is **"PROPRIETORSHIP FIRM"**
   : ☐ YES (Attach screen shot of Income Tax E-filing Portal)
   : ☐ NO

4. Mirco/Small/Medium Scale : ☐ YES (Copy of relevant certificate to be attached)
   : ☐ NO

5. GST Registered Address _____
   (Intended Place of Supply of Material/Service to GGL)

6. GST Registration No. (GSTIN) : _____ - Corresponding to the Address mentioned in Sr. No. 3 above (Copy of GST Registration Certificate to be attached)

7. GST Registration Type : Registered / Registered-Composition
   Note: GST Registration is mandatory for supplying any Material and/or Service to GGL.

8. Address of Registered Office _____
   (As per Certificate of Incorporation, Partnership Deed etc.)

9. PAN No. _____ **(Copy of PAN Card to be attached)**

10. Name of Contact Person with designation _____

11. Telephone Number _____
    (Country Code) (Area Code) (Telephone Number)

12. Mobile Number _____

13. E-mail address _____

14. Website _____

Note: Electronic Fund Transfer Mandate Form should be submitted as per attached format along with original cancelled cheque.

_____
(SEAL AND SIGNATURE OF BIDDER)

GUJARAT GAS

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**

GUJARAT GAS

Form F-2

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

(on BIDDER Letter head)

To,
GUJARAT GAS LIMITED,
9th Floor, Avdhesh House
Opp. Shree Govind Gurudwara
S.G Highway, Ahmedabad - 380054

eTender ID # 470159 & Sub-Tender(s) 470193, 470199 and 470203

Dear Sir,

I/We hereby declare that I/we have read, examined & understood the entire set of Tender Documents published against e-Tender ID: 470159 & Sub-Tender(s) 470193, 470199 and 470203 & listed as below as well as any Corrigendum/Addendum/Tender Bulletin 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.

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

_____

(SEAL AND SIGNATURE OF BIDDER)

GUJARAT GAS

Form F-3

DECLARATION OF QUOTING NON-ZERO RATES
(on BIDDER Letter head)

To,
GUJARAT GAS LIMITED,
9th Floor, Avdhesh House
Opp. Shree Govind Gurudwara
S.G Highway, Ahmedabad - 380054

Dear Sir,

I/We hereby declare that I/we have quoted rates complying to the below mandatory criteria for each item in the relevant Schedule of Rates (SOR) for which I/we intend to participate in tendering:

1) All rates quoted are non-zero, unless specifically permitted otherwise in Clause No. 14 in Section-I (Instructions to Bidders).

2) All rates quoted are within the permissible variance limits, if so specified in Clause No. 14 in Section-I (Instructions to Bidders).

I/we agree that any rates found quoted in my/our bid, which do not meet the above criteria, may result in rejection/disqualification of bid and will not be considered for further evaluation for any reasons whatsoever.

_____

(SEAL AND SIGNATURE OF BIDDER)

GUJARAT GAS

Form F-4

POWER OF ATTORNEY

(To be stamped in accordance with Stamp Act)

Know all men by these present, We……..(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorized Mr./ Ms (name)…… son/daughter/wife of ……. And presently residing at……., who is presently employed with us/the Lead Partner of our Consortium and holding the positing of…… ,as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for submission of our bid for the …. Project proposed or being developed by the …… (the " Authority") including but not limited to signing and submission of all applications, bids and other documents, and writings, participate in Pre-Application and other conference and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertaking consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and /or upon award thereof to us and or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE,…….. THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS……. DAY OF……..2….

For
(Signature, name designation and address)
Witness:-

1.
(Notarized)

2.
Accepted
……
(Signature)

(Name, Title and Address of the Attorney)

Notes:-

i. The mode of execution of the power of Attorney should be in accordance with the procedure , if any, laid down by the applicable law and the charter documents of the executants) (s) and when it is so required , the same should be under common self affixed in accordance with the required procedure.

ii. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board of shareholder's resolution /power of attorney in favor of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.

GUJARAT GAS

Form F-5

Confirmation on Compliance to PF and ESIC/WCP Act – As applicable

To
Gujarat Gas Limited,
9th Floor, Avdhesh House,
Opp. Shri Govind Gurudwara,
S.G.Highway,
Ahmedabad-380054, Gujarat, India

Sr. No.	Description of Act	Registration / Policy Details	Documents to be submitted
1	The Employee Provident Fund Act	***(Please provide details of registration no and validity)***	PF Code Number Copy
2	Employee's State & Insurance (ESI) Act – As Applicable	***(Please provide details of registration no and validity)***	ESIC Code Copy / Declaration for non-applicability
3	Workman Compensation Act – As Applicable	***(Please provide details of policy no and validity)***	WCP Policy Copy / Declaration for non-applicability

We hereby confirm that copy of above detailed documents / declarations are attached in the Technical Bid.

_____

(SEAL AND SIGNATURE OF BIDDER)

GUJARAT GAS

Form F-6A
BID SECURITY (EMD) PROFORMA

Bid Document No. :
Project :

To

Gujarat Gas Limited,
Ahmedabad

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.....(Rupees .....only) 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 of .....without 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

GUJARAT GAS

FORM 6B
BID SECURITY DECLARATION
(ON 300 RS. STAMP PAPER)

To,
GUJARAT GAS LIMITED (GGL),
9th Floor, Avdhesh House
Opp. Shree Govind Gurudwara
S.G Highway, Ahmedabad - 380054

Tender No. 470159 & Sub-Tender(s) 470193, 470199 and 470203

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum), I/We, M/s. …… (Name of Bidder) have submitted our bid and hereby declare that as per Government of India Office Memorandum No. F.9/4/2020-PPD dated 12th November 2020, in lieu of Earnest Money Deposit, I/We hereby submit this Bid Security Declaration.

I/We, M/s…… (Name of Bidder) hereby understand that, according to the terms and conditions narrated in the tender documents (including all corrigendum) we are submitting this Bid Security Declaration.

I/We understand that, our proprietorship firm / partnership firm / company including our proprietor/ partner/ owner/ directors of M/s …… (Name of Bidder) will be suspended for a period of 1 years from the date of subject tender closing date if M/s …… (Name of Bidder) will breach any of the conditions mentioned under clause no. 11.7 of Section I – Instruction To Bidders and having found indulged in corrupt/fraudulent/collusive/coercive practice.

I/we declare and undertake that if we breach any of the conditions mentioned under clause no. 11.7 of Section I – Instruction To Bidders and having found indulged in corrupt/fraudulent/collusive/coercive practice, GGL reserves right to take punitive actions against us including but not limited to termination of any on-going contracts with GGL. Further GGL reserves the right to recover amount from the outstanding payment to be made to M/s …… (Name of Bidder).

We hereby declare that during suspension period, I/We, M/s…… (Name of Bidder) shall not be considered for issuance of any tender or contract by Gujarat Gas Limited for any category.

Place:
Date:

(SEAL AND SIGNATURE OF BIDDER)
Name:
Designation

GUJARAT GAS

Form F-7

PROFORMA FOR CONTRACT PERFORMANCE BANK GURANTEE

(To be stamped in accordance with Stamp Act)

Ref No

Bank Guarantee No.

Dated

Gujarat Gas Limited
Ahmedabad

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 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad- 380006, 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 biding, 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 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	Witness No. 2
_____	_____
(Signature)	(Signature)
Full name and official	Full name and official
Address	Address
(In legible letters)	(in legible letters)