



Request for Proposal **FOR**

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

BID NO: GEM/2025/B/6852454

(Open bidding through GeM Portal)

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SECTION I:
INSTRUCTIONS TO BIDDERS (ITB)

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

BID NO: GEM/2025/B/6852454

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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/6852454
Tender description	Supply & Installation of Pre-Fabricated Porta Cabin at Warehouse, Vaishnavdevi, Ahmedabad and DCS Station, Mandvi, Kutch(W) 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 accept 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 it's 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.

BIDDER QUALIFICATION CRITERIA (BQC)

BQC (Bid Qualification Criteria)

SUPPLY & INSTALLATION OF PRE - FABRICATED PORTA CABIN

NO	Criteria	Supporting Document
1	Supplier should have experience for supply of pre-fabricated Porta cabin to either state/central government/PSUs (or) private organizations in last 7 years to be reckoned from the bid publishing date.	a. Bidders not associated with GGL shall submit the Work/Purchase order Copies issued by client along with the corresponding satisfactory work completion certificate issued by client as documentary evidence towards adherence to the criteria specified herein. b. Bidders associated with GGL who had supplied material to GGL shall submit the Work/purchase order for fulfilment of the criteria specified herein.
2	Bidder shall accept the tender/bid document and provide assurance for compliance to GGL's HSE (Health, Safety & Environment) policy.	Bidder shall give self-declaration on firm latter head that they will follow all required safety and work procedures of GGL as implemented or upgraded time to time.

BQC Notes (Most Important):

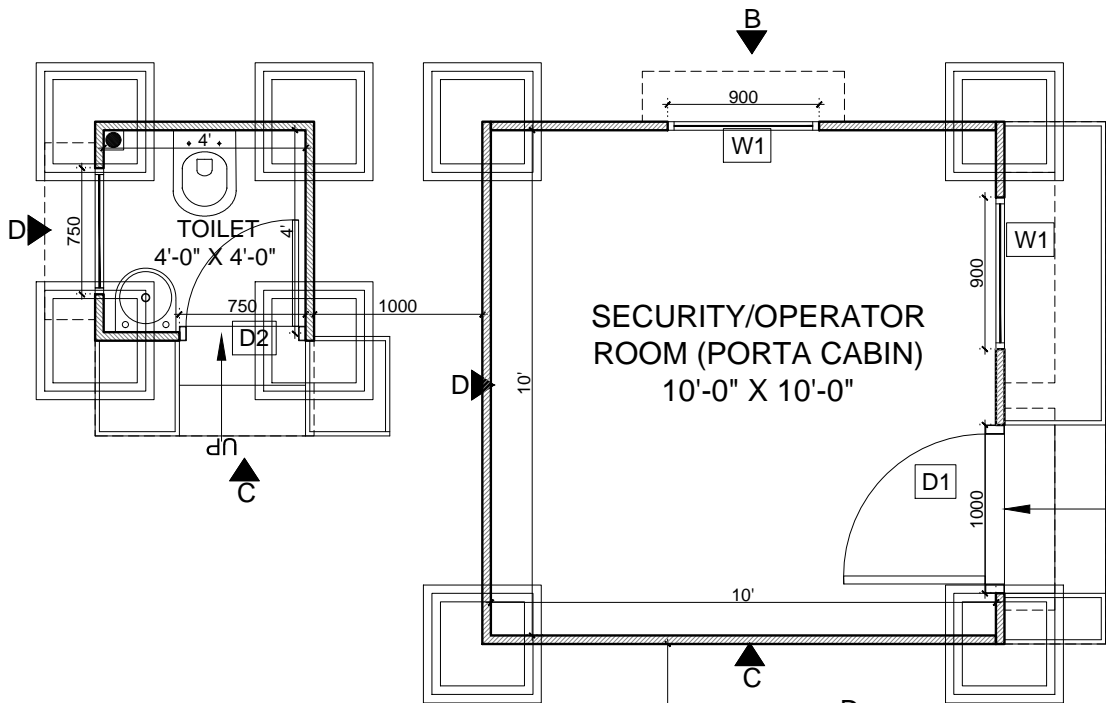
- Bidder shall submit all supporting documents in English language only. In case the certificates/ documents are in a language other than English, translated documents of the same, duly attested by a third-party agency, shall however be submitted along with the technical bid
- Bidder shall submit all qualification documents (preferably colour scan copy) as mentioned above. No additional documents in the physical form shall be considered.
- 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 require. 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.

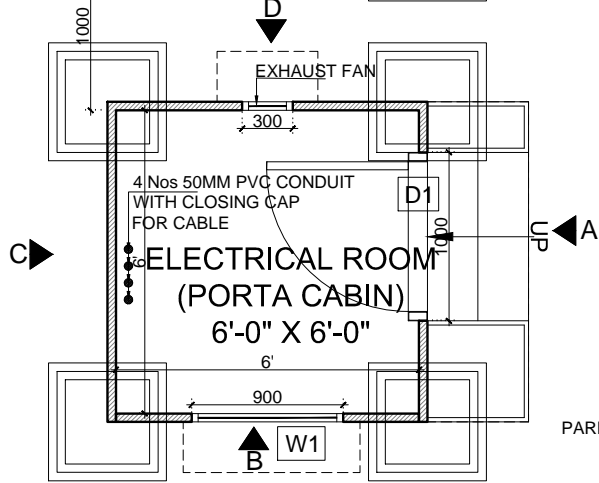
5. Bidder shall submit contact details (other than GGL) of document issuing authority with minimum as Name & Designation, Office address, Email address and Contact Number
6. Bidder has to meet qualification criteria on its own. Qualification through joint venture/ consortium/MOU etc. are not allowed. Experience as a member of consortium / Joint Venture shall not be considered. Experience of the bidding entity shall only be considered.

Checklist for BQC (Only for bidder's reference, criteria and supporting document for evaluation shall be considered as per above table):

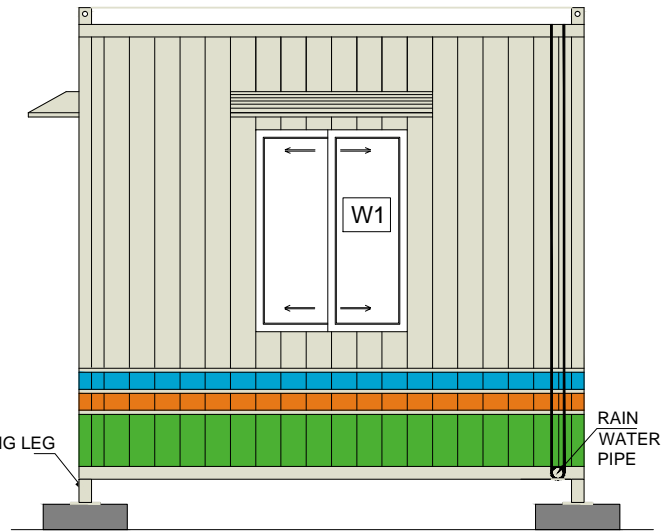
Sr. No	Document	Submitted in technical Bid (Yes/No)
Criteria 1		
1	GGL associated Bidder: Bidders associated with GGL who had supplied material to GGL shall Submit GGL issued PO/WO as per criteria.	
2	GGL non-associated Bidder: Submit PO/WO issued by respective clients as per the criteria.	
3	GGL non-associated Bidder: Submit WCC (Work completion certificate) against submitted PO/WO as per criteria in last 7 (seven) years reckoned from the Bid published date.	
Criteria 2		
4	All Bidders (GGL associated as well as non-associated): Submit the self-declaration undertaking on firm latter head as per criteria 2 of BQC.	



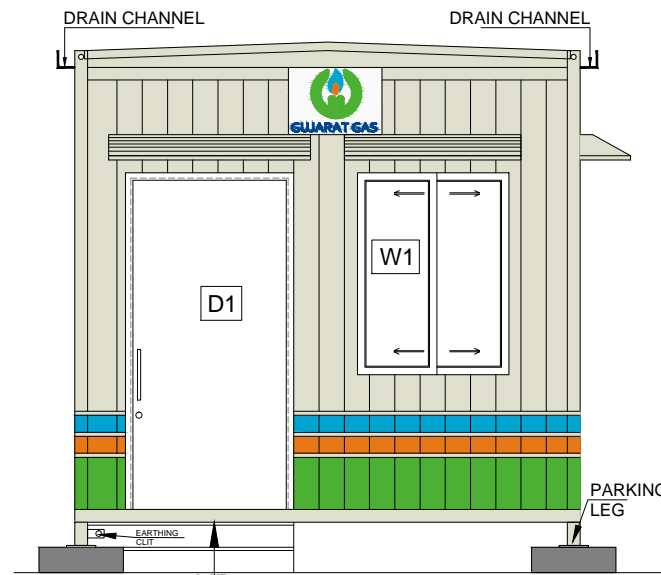
SECURITY/OPERATOR
ROOM (PORTA CABIN)
10'-0" X 10'-0"



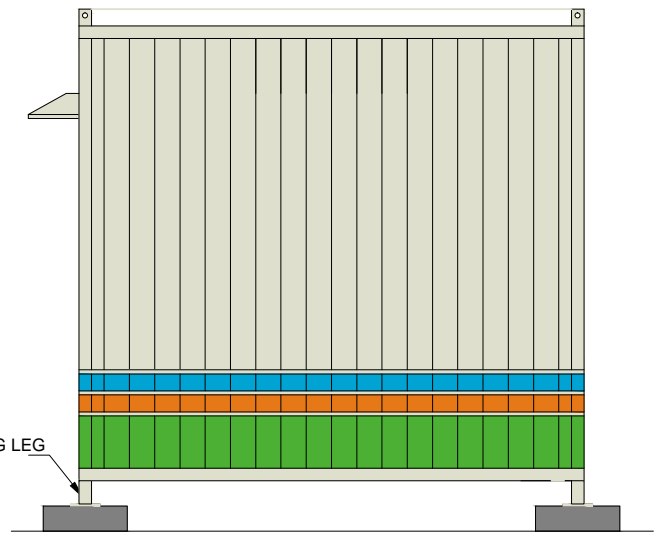
ELECTRICAL ROOM
(PORTA CABIN)
6'-0" X 6'-0"



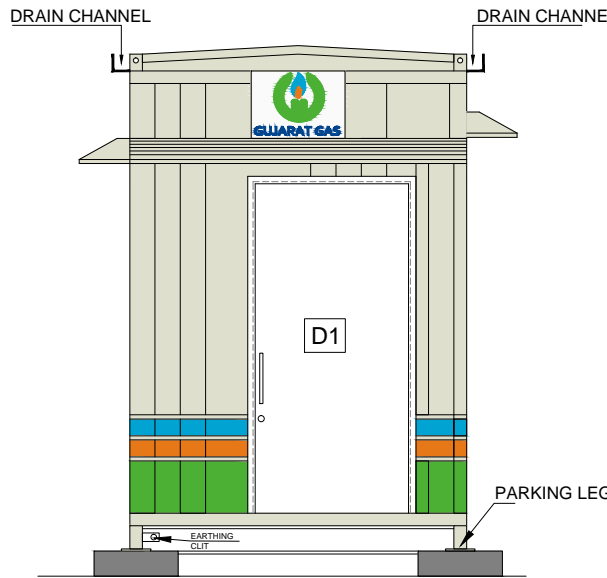
ELEVATION-B (SECURITY ROOM)



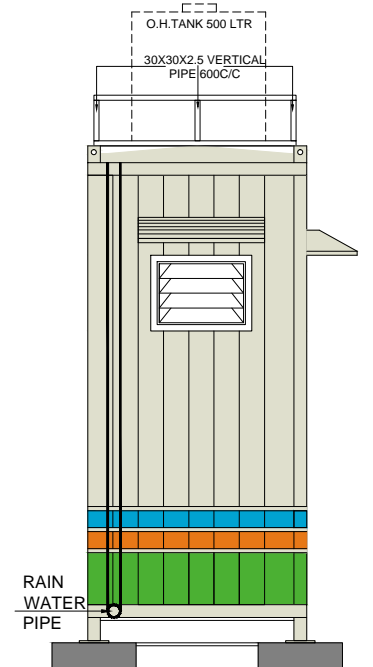
ELEVATION-A (SECURITY ROOM)



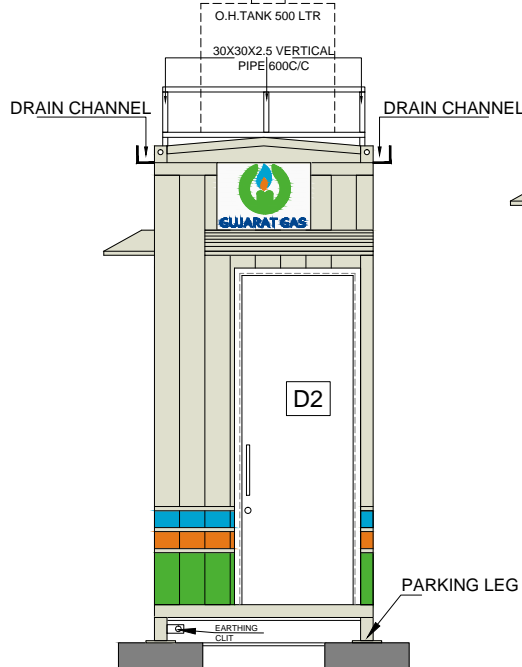
ELEVATION-C & D (SECURITY ROOM)



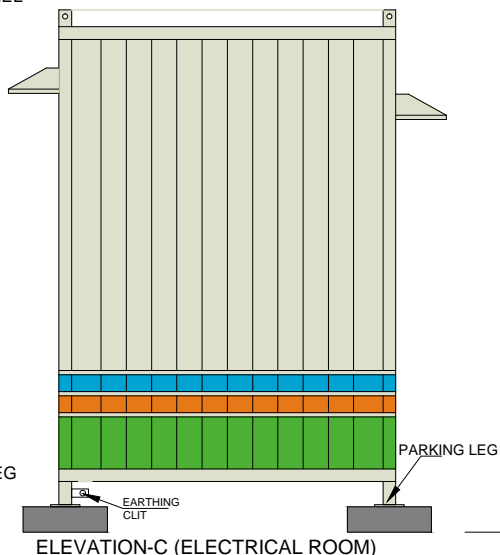
ELEVATION-A (ELECTRICAL ROOM)



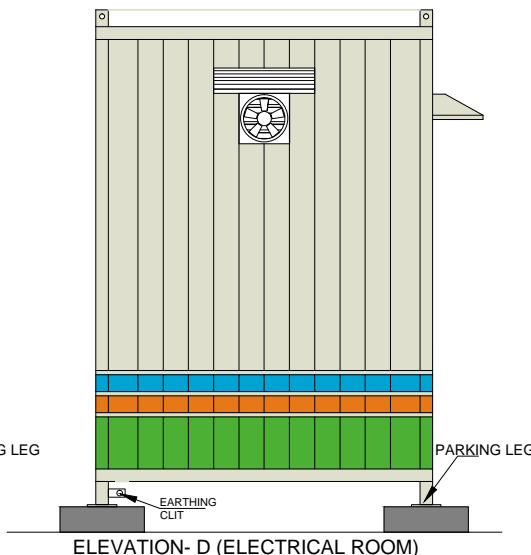
ELEVATION-D (TOILET)



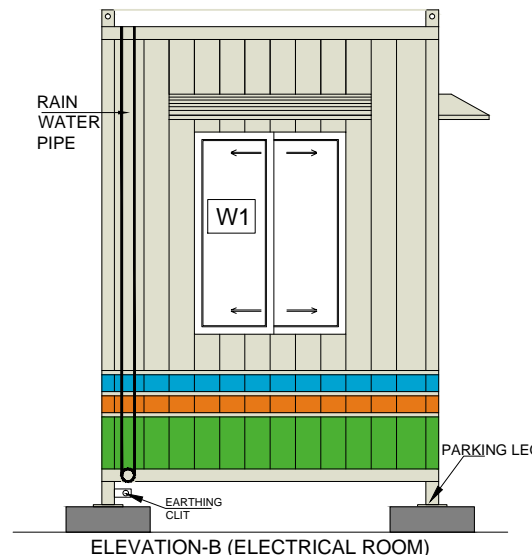
ELEVATION-C (TOILET)



ELEVATION-C (ELECTRICAL ROOM)



ELEVATION- D (ELECTRICAL ROOM)



ELEVATION-B (ELECTRICAL ROOM)

S.NO.	ITEM	COLOR CODE	S.NO.	ITEM	COLOR CODE
1		C:80,M:00,Y:10,K00 R:00,G:163,B:209	4	GUJARAT GAS	C:100,M:70,Y:00,K00 R:00,G:69,B:142
2		C:00,M:60,Y:100,K00 R:231,G:120,B:23	5		MILKY WHITE R:223,G:223,B:205
3		C:60,M:00,Y:100,K00 R:75,G:176,B:51			

NOTE:-ALL DIMENSIONS ARE IN MM UNLESS SPECIFIED OTHERWISE MENTIONED

NOTE:-ATTACHED IS THE TENTATIVE DRAWING ONLY FOR DOOR AND WINDOW LOCATION.
VENDOR TO FOLLOW TECHNICAL SPECIFICATIONS AS PER TENDER DOCUMENT AND TERMS.

DOORS,WINDOW,VENT SCHEDULE	
DOORS	SIZES
D1	1000X2000
D2	750X2000
WINDOWS	
W1	900X1200
VENTILATION	
ADJUSTABLE VENTILATION LOUVER	

JOB NO. :-	AUC/PO-NO-2991/GGL/DCS/06
CAD FILE :-	AUC/GGL/DCS/SHIRVA/B-01
REF DWG :-	AR-01(LATEST REVISION)
GENERAL NOTES:-	

				<input checked="" type="checkbox"/>	FOR EXECUTION
				<input type="checkbox"/>	FOR SUPPLIERS
				<input type="checkbox"/>	FOR TENDER
R1	30.08.25	<input checked="" type="checkbox"/>	--	<input type="checkbox"/>	FOR ESTIMATION
R0	01.08.25	<input checked="" type="checkbox"/>	--	<input type="checkbox"/>	FOR APPROVAL
NOS	DATE	EMAIL	COPY	<input type="checkbox"/>	FOR REFERENCE

PRINTS ISSUED

R1	30.08.25	EX.FAN & CONDUIT DETAIL ADDED	RCP	--	--
R0	01.08.25	ISSUED FOR TENDER	RCP	--	--
REV.	DATE	DESCRIPTION	DRN.BY	CHD.BY	APPD.BY


REVISION TABLE

PROJECT NAME:-	GGL DCS PLOT STATION AT SHIRVA,MANDVI-KACHCHH
PROJECT CODE:-	GGL-DCS-SHIRVA,MANDVI-KACHCHH
CLIENT :-	GGL DCS STATION MANDVI-KACHCHH GUJARAT PLOT NO.21 AND PLOT NO.22 SURVEY NO.791,VILLAGE-SHIRVA, TALUKA-MANDVI DIST-KACHCHH, STATE- GUJARAT

ARCHITECT/CONSULTANTS:

AUCTORS
406, "KAI'ANNA" PANCHVATI,
AHMEDABAD - 380006
www.auctorsindia.in ,auctors@gmail.com
tele: 079 40081091



DRN. BY	RCP		SIZE
CHD. BY	--		A3
APPD. BY	--		SEAL & SIGNATURE
SCALE	N.T.S.		
DATE	30.08.2025		
DRAWING TITLE			
PORTA CABIN DETAIL			
DRAWING NO.			SHEET
AUC-AR-B-01		01 OF 01	R1

❖ **SECTION II: Scope of Work**

TECHNICAL SCOPE

SUPPLY & INSTALL PRE FABRICATED PORTA CABINS AT
at Warehouse, Vaishnavdevi, Ahmedabad and DCS
Station, Mandvi, Kutch(W) GA

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DETAIL SCOPE OF WORK FOR MANUFACTURING, SUPPLY & INSTALLATION OF PRE-FABRICATED PORTA CABIN

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DETAIL SCOPE OF WORK FOR MANUFACTURE, SUPPLY & INSTALLATION OF PRE-FABRICATED PORTA CABIN:

1. GENERAL

Gujarat Gas Ltd. intend to engage an agency to supply and install pre-fabricated porta cabin for the required purpose of Operator room / Electrical room / Security cabin / Toilet facility etc. at De-compression skid (DCS) Gas stations as per requested location.

2. DEFINITIONS :

Definitions of the terms used in this bid document, (unless the context otherwise requires), shall have the same meaning as respectively assigned hereunder“-

- 2.1.** "Client"/"Owner" shall mean the mean GUJARAT GAS LTD, who has invited quote for the job to execute the project.
- 2.2.** "Bidder" designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the Owner“
- 2.3.** "Consultant" / "Architect" shall mean the person or firm or body corporate appointed by the Owner for the purpose of providing services as determined by him in connection with this project.
- 2.4.** "Contractor/Vendor/Supplier/Manufacturer" shall mean the person or persons, firm or company, who as a successful Bidder has agreed to carry out the job as mentioned herein to Owner and includes its legal representative(s), its successors(s) and assign(s).
- 2.5.** "Contract" / "Work Order" / "Service Order" shall mean the agreement and all other documents between the Owner and the Contractor for providing the services mentioned herein.
- 2.6.** "Drawing" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 2.7.** "Engineer-in-Charge" (EIC) shall mean the person designated from time to time by Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.
- 2.8.** "Goods" shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Contractor to complete the contract.

3. SUPPLIER SCOPE OF WORK :

The scope of Bidder is to manufacture and supply Pre-fabricated customize porta cabin of required size as mentioned in the SOR with requested facilities at requested location.

3.1. PORTA CABIN FABRICATION WORK :

- 3.1.1.** Contractor must visit the site to review the existing site condition before dispatch of material.
- 3.1.2.** Contractor shall fabricate and assemble material to manufacture porta cabin including provision of doors, windows, provision for grills, general electrification work, toilet facility etc. all complete. Scope shall include supply of material, labour, tools, tackles, hiring of machinery / equipment etc. all complete as required to finish the product. Color scheme (Internal-External Paints) shall be as per drawing / as approved by EIC before execution.
- 3.1.3.** Contractor to provide conceptual design plan including internal electrical plan/ layout with door & windows before fabrication of cabin for client's review and approval. Contactor to

manufacture Prefabricated Porta cabin at his workshop and supply the finished material at site.

- 3.1.4. Pre-fabricated porta cabin to be manufactured as per the technical data sheet attached with this scope of work.
- 3.1.5. Number of window and main entry door with frame to be provided as per requirement and as stated in the Tech data sheet. The doors & internal joints to be effectively sealed against water ingress and for better insulation in closed condition.
- 3.1.6. Porta cabin shall have provision for lifting hook tie.

3.2. TRANSPORTATION:

- 3.2.1. The transportation includes loading and unloading charges including vehicle and machinery hiring charges and charges for manpower supply etc. all inclusive
- 3.2.2. Contractor shall arrange hydra / Crain as required at his cost for lifting, Loading and unloading to install material at site.
- 3.2.3. Necessary transport permission or transit insurance or any other applicable legal compliance shall be followed and complied by supplier.
- 3.2.4. Any road transport charges / applicable RTO or any other Govt. Authority applicable charges are inclusive in supplier's scope of work.
- 3.2.5. Any damage occurs during transit / lifting / unloading at site shall be repaired/replaced by contractor without any additional cost to the satisfaction of Engineer in Charge (EIC).
- 3.2.6. The bidder shall depute competent person while unloading the material at site.

4. OWNER'S SCOPE :

- 4.1. Owner to provide the site location, where pre-fabricated porta-cabin needs to supply.
- 4.2. OWNER to provide required size of Porta cabin and basic data required as per site requirement.
- 4.3. Owner to provide even surface on which Porta cabin to be installed.
- 4.4. Owner to provide work permit for unloading and installation of material at required site.
- 4.5. Owner to provide and make available power source at site. And arrange to connect the power cable to the main DB of each of the Porta cabins.

5. TERMS OF PAYMENT :

- 5.1. No advance payment shall be paid against WO/material.
- 5.2. The vender may submit invoice along with required supporting documents on completion of supply and installation at site as per EIC direction.
- 5.3. Vender shall take goods received acknowledgement sign of respective location Site in charge.
- 5.4. Invoice shall be processed for payment on acceptance of invoice with supporting documents.
- 5.5. Payment shall be made as per GGL payment policy and terms.

6. TIMELINES :

6.1	Porta Cabin Fabrication work including finishing etc. all complete.	Porta cabins Fabrication work shall be completed within 30 days from request given by GGL Engineer in Charge.
6.2	Porta cabin Transportation	Porta cabins shall be transported & installed at site within 7 days after dispatch clearance given by GGL Engineer in Charge.

Note: Porta cabin shall not be dispatched without dispatch clearance given by GGL Engineer in Charge.

7. PENALTIES

Sr. No	Parameter	SLA	Penalty
1	Porta Cabin Fabrication work including finishing etc. all complete.	As per clause no 6 – “Timelines”	5% basic value of respective SOR line item(s) up to delay of 1 week. Delay beyond 1 week, 2% basic value of respective SOR line item per week.
2	Porta cabin Transportation	As per clause no 6 – “Timelines”	5% basic value of respective SOR line item(s) up to delay of 1 week. Delay beyond 1 week, 2% basic value of respective SOR line item per week.

Note: Maximum penalty arising due to above parameters shall be max up to 10% basic value of respective SOR line item(s).

8. DEFECT LIEBILITY

- 8.1. Any damage occurs during transit / lifting / loading-unloading at site shall repaired by contractor immediately without any additional cost up to satisfaction of GGL engineer in charge.
- 8.2. Defect liability period shall be 18 months from the date of supply / installation of goods. Any identified/reported defect shall rectify by supplier/vendor without any extra cost.

9. RATE VALIDITY PERIOD

- Rate of SOR items shall be valid for six months from the date of awarding Contract (PO/WO).
- Contract period may extend on mutual agreement between vendor and client.

- Contract may amend for addition/deduction of quantity/scope of work as per client's requirement.
- Quantity defined in SOR is an approximate, shall not be consider as final/committed quantities. It may varies based on the requirement/present site condition.

10. GGL Logo Detail

- GGL logo to be install outside porta cabin as per below specification in consultation with EIC / as specified in drawing for logo location in porta cabin exterior.
- Board: 3mm/5mm PVC Sun board sheet, base white color.
- Base Vinyl: 3M / LG make Reflective vinyl of approved color.
- Cut Vinyl Sign / letters: 3M / LG Reflective vinyl of approved color.



ANNEXURE — I: TECHNICAL SPECIFICATION FOR PORTA CABIN

Sr. No.	Sections	Material Description
1	Bottom frame Skid	150 mm. Specially Developed G.I. Channel - 14 SWG
2	Top Frame Skid	150 mm. Specially Developed G.I. Channel - 14 SWG
3	Stiffener Bottom	80 x 40 x 2 mm. Rec. Pipe MS Section
4	Stiffener Top	40 x 20 x 1.8 mm Rec. Pipe MS Section
5	Colum - Main	72 x 72 x 3 mm. GI Sq. Pipe
6	Colum - Intermediate	40 x 20 "C" Section - At Window Post
7	Partition Section	50 x 50 Sq. x 2mm. MS Pipe
8	Door Frame	80 mm. Specially Developed G.I. Section - 14 SWG
9	Window Frame	80 mm. Specially Developed G.I. Section - 16 SWG
10	Elevation Wall	18 SWG Specially Corrugated Galvanized Grooved Sheet – GI (JINDAL/INDIAN/ESSAR/Equivalent)
11	Elevation Wall — Stiffeners	18 SWG Specially Designed Channel - 40 mm. - GI
12	Water Drain	18 SWG Specially Designed Channel - 100 mm. – GI with PVC water down take pipe with fittings.
13	Roof	18 SWG Specially Galvanized Grooved Sheet, Both Side proper Slopped and watertight roof.
14	Interior Wall	8 mm. Both Side Pre-Laminated MDF Board - Frosty White Color
15	Interior Ceiling	8 mm. Both Side Pre-Laminated MDF Board - Frosty White Color
16	Floor	20 mm. thick (Asbestos Free) Cement Sheet - Visaka / Eco-Pro / Equivalent, Termite free, Dimensional & Water Proof
17	Carpet	1.5 mm. Vinyl Carpet (TUSKER / LG / Equivalent)
18	Aluminum Windows	Sliding Type - Double Shutter —Anodized / Powder Coated - 15/20 Micron with locking system and 4 mm. Reflective Glaze Glass
19	Window Safety Grills	15 x 15 Sq. MS Pipe — Each @ 120mm both ways
20	Base & Railing over Toilet for Overhead Tank	Base for water tank 30X30X2.5 MS pipe - Each @ 200mm C/C Safety railing of Min 300mm Height with 30X30X2.5 MS pipe, Vertical posts min Each @ 600mm C/C all four sides.

21	Door	18 SWG Corrugated with 40 x 20 GI Rec. Pipe Insulated Door, Provision of door holding arrangement in open position by means of steel latch or Magnetic stopper and locking arrangement.
22	Insulation	Rock Wool - 48 Kg/M3. Sides walls with min 50mm Thick and Roof with min 75 mm thick Rockwool.
23	Electrification	Wiring - Concealed Type - FR Grade - RR/ Finolex / Polycab/ R.P.G. Cable Ltd./KEI/Equivalent
		Main Incomer & Internal Power distribution as per Annexure - II
		Lighting circuit : 2-1.5 sq.mm wire + earth 1.5 sq.mm (Green) size wire
		MCB/ MCCB/ RCB shall of L&T/Schneider/Legrand/C&S/ Havells/ MDS Switch Gear Ltd./ Equivalent
		Light Source — LED Light (Ceiling mounted) of reputed make e.g. Siska, Philips, Crompton, Bajaj, Wipro, Havells, Oreva etc. or equivalent as approved by EIC
		Cabin Fan (KHAITAN/BAJAJ/USHA/CROMPTON/Havells/ Equivalent) Exhaust Fan with Shutters : Protection from Dust, Insects & Birds (CROMPTON/BAJAJ/USHA/ Havells/ Equivalent)
		Switches - Modular Type (ANCHOR/MDS/LEGRAND/SCHNEIDER/MK/ Equivalent)
24	Colour & Coating	Primer - Super Epoxy Auto Coat Zinc Phosphate - White / Grey
		Joint Filler - Auto Coat Universal Polyester Putty
		For Surface Leveling - Nitro Cellulose Putty
		Paint — Polyurethane (Asian/ Berger/ Nerolac/Equivalent)
25	Lifting Hook	Specially Profile Cut Thickness As Per Unit size
26	Parking Legs	With Throughout Colum – 4" / 6" Height
27	Curtains	Vertical Blinds
28	PVC Conduit provision for cabling in electrical room porta cabin	50mm PVC pipe conduit with closing capes for cabling to be provided in electrical room porta cabin. 4 No's or as directed by EIC.
29	Sanitary items for toilet cabin	1 nos of water closet (Indian Commode) 1 nos of Wash Basin 1 nos of Adjustable ventilation louvers
30	Sanitary Plumbing for toilet cabin	All internal pipes are upvc Non Concealed (Astral/ Prince / Finolex / Supreme/Equivalent)

31	Toilet Flooring for toilet cabin	Ceramic Tile (300 X 300mm)
32	Sanitary Fittings for toilet cabin	1 No of Pillar cock 1 No of Bib cock
33	Overhead Tank for Toilet	500 Liter overhead tank (Sintex / Reno/ Aquatech/ POLYCON/ UNIPLAST) or equivalent ISI approved make.

Any change proposed / suggested in above specifications shall conveyed to GGL and needs to get approve from EIC prior to manufacturing.

ANNEXURE – II PORTA CABIN FACILITIES

FACILITATION PLAN FOR VARIOUS SIZE OF PORTA CABIN		SIZE	10'x 10' Operator Room	6' X 6' Electrical Room	4'X4' Toilet
Sr. No	Item Description	UOM	Qty	Qty	Qty
A	General				
1	Outside openable Main door except toilet 2m X 1m , Toilet door size 0.75m X 2m, With STD DOOR Closer, Night Latch, Handle, Tower Bolt, Aldrop, with weather shed.	Nos	1	1	1
2	Aluminum glazed sliding window 0.9m X 1.2m using anodized sections with weather shed & M.S. Safety Grills.	Nos	2	1	-
B	Electrification				
4A	Supply and installation of main Incomer- 32 A, 2P 10KA 'C' Curve MCCB in separate enclosure having IP54 protection suitable to install outside of container.	Job	1	1	-
4B	Supply and installation of main Incomer- 16 A, 2P 10KA 'C' Curve MCCB in separate enclosure having IP54 protection suitable to install outside of container.	Job	-	-	1
5A	Providing and erecting Sheet Steel powder coated having approved make MCB Double Door Distribution board (2 way DP surface mounted fitted with neutral link, earth bar confirming to IS 13032 and BS 5486-1986 having provision of 6/10/16/20 A DP MCB - 09 Nos. with all required assembly as per tender technical specifications.	Job	1	1	-
5B	Providing and erecting Sheet Steel powder coated having approved make MCB Distribution board 2 way DP surface mounted fitted with neutral link, earth bar confirming to IS 13032 and BS 5486-1986 having provision of 6/10/16/20 A DP MCB - 06 Nos. with all required assembly as per tender technical specifications.	Job	-	-	1

FACILITATION PLAN FOR VARIOUS SIZE OF PORTA CABIN		SIZE	10'x 10' Operator Room	6' X 6' Electrical Room	4'X4' Toilet
Sr. No	Item Description	UOM	Qty	Qty	Qty
6	Providing of wiring for Light fixtures cabin Fans with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (Green) both are of ISI marked approved make 1.1 KV grade FRLS PVC insulated multi strand copper wires including supply of required PVC conduits/trays.	Job	1	1	-
7	Providing of wiring for AC points with (2.5-4 sq.mm & earth wire of 1.5 sq.mm (Green) both are of ISI marked approved make 1.1 KV grade FRLS PVC insulated multi-strand copper wires including supply of required PVC conduits/trays.	Job	1	-	-
8	Providing of Switch, Sockets, Plates, JB's required for Light fixtures. Cabin Fans, AC Points etc. with suitable rating approved make.	Job	1	1	1
9	LED Lights: 18W Supply Installation Testing & Commissioning of LED Lighting with Fixture of 18W.	Nos	2	1	1
10	Cabin Fan: Supply, Installation and testing of Cabin Fans.	Nos	1	1	-
11	20 AMP Metallic Socket point for AC / Printer	Nos	2	1	-
12	5 AMP Socket points	Nos	3	2	-
13	Switch board	Nos	1	1	1
14	External light point with weather proof light min. 18W/24W	Nos	1	1	1
15	Exhaust Fan	Nos	-	1	-
16	Clits for Porta cabin body earthing	Nos	1	1	1

Above listed facilities are tentative requirement. That may change as per requirement and client need. Contractor to confirm the same with GGL EIC before start of manufacturing.

SECTION-III:
PRICE BID FORMAT (SOR)

Section III -SCHEDULE OF RATE (SOR)

(Attached Separately)

SCHEDULE OF RATES (SOR)

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

BID NO: GEM/2025/B/

Supply and installation of pre-fabricated Porta cabin of approved size with general electrification arrangement for office use as per Technical specs. Scope shall include Loading, Transportation at site, unloading and installation / erection at preferred location at site on Ground floor/ First floor over office building as directed by EIC. Cost shall including supply of manpower and machineries like Crain /hydra , Truck / Trailer as required including all cost of hiring charges, transport permit, RTO charges, insurance, road tax /toll tax and/or any other applicable / incurred cost for transportation of goods at site as applicable.

#Technical specification to be followed as per Annexure-1.

Basic facilities to be provided as per Annexure-2

Sr. No.	Description	UOM	Qty.	To be Quoted by Bidder Unit Rate excluding GST (Rs.)	GST (%)	Unit Rate with GST (Rs.)	Total Amount with GST (Rs.)
1	Porta Cabin size (10' X 10' X 8.5')	Job	8			-	-
2	Porta Cabin size (6' X 6' X 8.5')	Job	1			-	-
3	Toilet Porta Cabin size (4' X 4' X 8.5')	Job	2			-	-
Total Amount in ₹,Incl.GST							-

Note:

(1) Bidder shall provide and depute competent person at site during material unloading.

(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) Quantities mentioned in the Schedule of Rate (SOR) table above are purely tentative and not a commitment. Payment shall be made as per actual material rendered. GGL reserves rights to increase or decrease the quantities during the contract tenure and the unit rates shall remain the same for the same.

(4) Bidder shall accept all terms and conditions of GGL as described in tender scope of work

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

(6) Rates quoted by bidder shall be for the door delivery at GGL sites/Store and shall be inclusive of Packing and Forwarding, Loading and Unloading Charges, Freight and Transit Insurance Charges.

(7) Civil works needed for porta cabin platform and for connectivity of electrical power supply till cabin outside will be done by GGL



SECTION IV:
GENERAL TERMS OF CONTRACT (GTC)

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

BID NO: GEM/2025/B/6852454

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, the deduction from quantity, scope of work, CONTRACT/Rate validity, or any other way of varying the CONTRACT.
BOOKS AND RECORDS	Shall 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.
BUYER/OWNER	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.
BUYER GROUP	Shall mean the BUYER and its AFFILIATES, co-venturers, co-licensees and their suppliers, other than the SELLER and agents and its or their employees, directors and / or officers.
BUYER/BUYER’S REPRESENTATIVE or CONTRACT OWNER or ENGINEER-IN-CHARGE (EIC)	Shall mean the person appointed from time to time by the BUYER and notified in writing to the SELLER to act as the BUYER REPRESENTATIVE / CONTRACT OWNER for the purpose of this CONTRACT or, in absence of such notification, the BUYER.
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, as defined in the CONTRACT.
CONTRACT VALUE	Shall mean the price payable to the SELLER under the CONTRACT for the full and proper performance of his contractual obligations and shall be based on the actual GOODS supplied & certified by BUYER and/or Third Party Inspection Agency (TPIA).
DELIVERY POINT	Shall mean the point/location for delivery of GOODS as designated by the BUYER
DELIVERY SCHEDULE	Shall mean date(s) of delivery of the GOODS, as specified in the CONTRACT, or as intimated by the BUYER REPRESENTATIVE, from time to time.

DISPUTE	Shall mean any disagreement, controversy, or claim of any kind or type, whether based on contract, tort, statute, regulation, or otherwise, arising out of, relating to, or connected with this CONTRACT, or the operations carried out under this CONTRACT, including any dispute concerning the existence, validity, interpretation, implementation, performance, breach, or termination of this CONTRACT or any provision hereof.
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 the CONTRACT.
GOODS	Shall mean the goods/materials specified in this CONTRACT to be supplied by the SELLER 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 BUYER which are to be followed by the SELLER to ensure safety in the BUYER’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 BUYER/BUYER under

	the LAW or under law in any part of the world, including a right to apply for such intellectual property protection/registration.
PARTY OR PARTIES	Shall mean the BUYER and the SELLER together or individually as the context requires, hereinafter shall be jointly & severally be referred to as PARTY/ PARTIES
RATE VALIDITY PERIOD	Shall mean the period for which the SCHEDULE OF RATES will hold valid for ordering of GOODS.
SCHEDULE OF RATES (SOR)	Shall mean unit rates mentioned in/ attached to CONTRACT agreed between BUYER and SELLER.
SELLER/ MANUFACTURER/ CONTRACTOR	Shall mean the person, firm, Limited Liability Partnership/Company (LLP/LLC) or company with whom CONTRACT is entered into by BUYER for providing GOODS. The term includes its successors and assigns.
SELLER GROUP	Shall mean the SELLER and its AFFILIATES, agents and its or their employees, directors and / or officers.
SELLER'S EQUIPMENT	Shall mean any item supplied or used by the SELLER pursuant to this CONTRACT.
SELLER'S PERSONNEL	Shall mean the employees, directors and/or officers of the SELLER GROUP employed, engaged or provided under this CONTRACT.
SELLER'S/SELLER REPRESENTATIVE	Shall mean the person appointed from time to time by the SELLER and notified in writing to the BUYER to act as its representative for the purpose of this CONTRACT or, in absence of such notification, the SELLER.
SFMS	Structured Financial Messaging System.
STC	Shall mean the Special Terms of the 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. Scope of Work/Technical 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 SELLER shall perform certain work or provide certain facilities, it is understood that the SELLER 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 SELLER's responsibility to bring to the notice of the BUYER 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 or design of work, the same shall be performed / supplied / executed in accordance with Standard Engineering Practices as per the instructions / directions of the BUYER REPRESENTATIVE, which will be binding on the SELLER.
- 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 BUYER shall not be bound by any printed conditions or provisions in the SELLER'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 SUPPLY:

- 2.1 The Scope of Supply is defined in the CONTRACT. The SELLER shall provide all necessary materials, equipment, labor, etc. unless otherwise specified in the CONTRACT.

3. THE SELLER'S PERFORMANCE:

- 3.1 It is a condition of this CONTRACT that the GOODS shall (unless otherwise agreed in writing):
- Be of good and sound design, materials and workmanship;
 - Be of merchantable quality and fit for the purpose for which they are supplied under this CONTRACT;
 - Conform to quantity and description with the particulars stated in this CONTRACT;
 - Correspond with samples or patterns, if any, referred to in this CONTRACT;
 - Comply with the Specifications and the appropriate standards relevant to the GOODS;
 - Comply with all laws/legislations applicable to the GOODS including (but not limited to) the Acts and rules as applicable; and
 - Be free from any defect in title.
- 3.2 The SELLER has represented to have requisite expertise in the provision of the GOODS and the BUYER is at all times relying on the skill, knowledge and workmanship of the SELLER. The provisions of sub-clause 3.1 hereof shall apply notwithstanding that the BUYER may have included in this CONTRACT certain specifications as to, for example, the materials from which or the manner in which the GOODS are to be constructed.
- 3.3 The SELLER shall perform its obligations under this CONTRACT with all due diligence, in good and workmanlike manner to the highest standards and in accordance with the provisions of this CONTRACT and to the satisfaction of the BUYER.
- 3.4 The SELLER shall have informed itself fully and studied carefully the specifications, drawings and all other data relating to and necessary for the performance of this CONTRACT and shall have obtained for itself a full understanding and knowledge of the nature and scope of this CONTRACT and of the prevailing conditions relevant thereto, under which the GOODS will operate. Any information which the BUYER may give to the SELLER shall be the best information available to the BUYER but the BUYER shall not be responsible for the exactness and sufficiency of the information provided.
- 3.5 The SELLER confirms that it is familiar with all conditions, risks, contingencies and other circumstances which may impact this CONTRACT and that it has taken them into account in determining the Schedule of Rates, the schedule for delivery of the GOODS and all other factors affecting its performance of this CONTRACT.
- 3.6 The SELLER shall check CONTRACT with care for any error, omission or ambiguity, and if any be discovered, shall immediately inform the BUYER in writing within three days from the date of receipt of CONTRACT. Any work associated with the GOODS affected by such discovery which is thereafter performed is at the SELLER's risk and expense.
- 3.7 Transportation of all items covered in the scope of the CONTRACT, i.e BUYER's free issue materials & the materials to be supplied by the SELLER, as applicable, will be arranged by SELLER at his own cost including insurance, storage, handling, transportation etc. SELLER will also be responsible for taking delivery of free issue material from BUYER'S designated warehouses and transportation to place of work, including its coverage for transit insurance.

4. SECURITY & GUARANTEE:

- 4.1 The Contract-cum-Performance Bank Guarantee (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 BUYER as compensation for any loss resulting from the SELLER'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 BUYER or non-fulfilment of any of the SELLER's obligations during the execution of the CONTRACT.
- 4.4 The CPBG proceeds shall also govern the successful performance of GOODS during the entire period of Warranty as specified in the CONTRACT.
- 4.5 Wherever possible, SELLER has to inform the issuing Bank to provide confirmation regarding the issuance of Bank Guarantee through SFMS to BUYER'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 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 SELLER is deemed to have satisfied itself as to the circumstances (including risks and contingencies) affecting the price for the provision of the GOODS and/or the cost to the SELLER of supplying the GOODS and to the correctness and the sufficiency of the rates specified in this CONTRACT for the GOODS 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, whether specifically stated or incorporated by reference to this CONTRACT.

6. TAXES & DUTIES:

- 6.1 The SELLER 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 SELLER from the execution of this CONTRACT. The SELLER shall be responsible for, indemnify, defend and hold harmless the BUYER against any claims, whatsoever arising, in connection with the liability of the SELLER for any such taxes, penalties and interest. Further the SELLER shall be responsible for, indemnify, defend and hold harmless the BUYER 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 SELLER's PERSONNEL.
- 6.2 The SELLER shall be required to furnish the BUYER with such particulars as are known to the SELLER in relation to its activities under this CONTRACT as may be required by the BUYER to fulfil information requests received from any competent tax or GOVERNMENT AUTHORITY. Where requested information is not known to the SELLER, it shall take reasonable steps to obtain the information necessary to enable it to comply with the request.

- 6.3 The BUYER may, without liability to the SELLER, withhold sums in respect of any payments which would otherwise be made by the BUYER to the SELLER 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 SELLER holding an appropriate exemption certificate, it is the duty of the SELLER to inform the BUYER that such a certificate is held and to inform the BUYER 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 BUYER to satisfy itself that it can make payment without any withholding. The SELLER shall be responsible for, indemnify, defend and hold harmless the BUYER against any claims, whatsoever arising, in connection with such withholding or failure to withhold, as may arise due to the SELLER's failure to inform the BUYER of any relevant matter in a timely fashion.
- 6.4 The BUYER shall pay to the SELLER the Goods and Service Tax (GST) or any other applicable indirect taxes/duties, howsoever described, levied by any competent GOVERNMENT AUTHORITY, chargeable in respect of GOODS properly supplied by the SELLER under this CONTRACT, provided that the SELLER provides the BUYER 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 BUYER, wherever applicable. The BUYER shall have no liability to pay the SELLER for any amount to the extent such amount is eligible for relief, reduction, exemption or recovery by the actions of the SELLER.
- 6.5 The SELLER shall indemnify, defend and hold harmless the BUYER from and against any taxes levied against it on account of any property or equipment (including the SELLER's EQUIPMENT) of the SELLER, including but not limited to customs duties, Goods and Service Tax (GST), occupation and other like taxes and imposts.
- 6.6 The SELLER shall be responsible for, and pay when due, all taxes and duties, as prevailing from time to time, relating to the GOODS supplied. BUYER shall not be responsible for any such liability of the SELLER. BUYER shall have the right to withhold required amount from payments due to the SELLER under CONTRACT to the extent that such withholding may be required by any GOVERNMENT AUTHORITY, and the payment by BUYER to the respective GOVERNMENT AUTHORITY of the amount of money so withheld shall relieve the BUYER from any further obligation to SELLER with respect to the amount so withheld. The SELLER undertakes to indemnify BUYER for any loss, outgoing, fine, penalty etc. that SELLER suffers for GST purposes for the GOODS supplied to BUYER.
- 6.7 SELLER shall defend, indemnify and hold BUYER harmless from and against any and all claims, expenses and proceedings howsoever arising in connection with the liabilities of SELLER for any such taxes, fines penalties and interest levied by any GOVERNMENT AUTHORITY or any competent tax authority.
- 6.8 All taxes levied on SELLER's corporate income or profits shall be for the account of SELLER and shall not be reimbursed by BUYER.
- 6.9 The BUYER 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 SELLER, wherever applicable. BUYER shall have the right to recover/ deduct such amount from SELLER's invoice, Bank Guarantee or from any outstanding payments due to the SELLER.
- 6.10 Any statutory variation on account of taxes & duties, as applicable in the CONTRACT, shall be reimbursed by BUYER or refunded by the SELLER, as the case may be. Such variation shall be limited to direct transactions between the BUYER and the SELLER, shown as taxes and duties in SELLER's invoice. However, any additional tax implication, resulting from delay in delivery of GOODS due to reasons not

attributable to the BUYER and/or any change in the taxation (e.g. GST) registration status of the SELLER shall be borne by the SELLER.

7. INVOICING:

- 7.1 BUYER has implemented Vendor Invoice Submission Application (VISA) for office automation, digitization and transparency in processing of vendor invoices. SELLER 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 BUYER Offices. Additional reports/documents (not specified on VISA portal), may be directly submitted to concerned BUYER-Contract Owner / EIC as per requirements. The onus of selecting relevant name of BUYER Contract Owner & BUYER GA/Office (where physical invoice is to be submitted by vendor) is on the SELLER for timely processing of invoices and for further certification / payment.
- 7.2 Subject to the completion of the SELLER's obligations in a manner satisfactory to the BUYER in all respects and strictly in accordance with the terms of this CONTRACT, the SELLER shall submit the invoices to the BUYER for the value ascertained in accordance with the SCHEDULE OF RATES, along with the applicable documents, such as Packing List, Delivery Challan, Lorry Receipt, Test Certificates, TPI release note and other related documents.
- 7.3 The invoice shall be broken down into individual items in such detail as to enable BUYER 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 BUYER may request. The taxes chargeable in respect of GOODS supplied by the SELLER under CONTRACT, as applicable, shall be itemized separately.
- 7.4 The SELLER shall provide proper invoices to BUYER, for the GOODS supplied, containing the below details:
- a. CONTRACT number
 - b. Material 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 BUYER
 - ii) The applicable HSN Code of the GOODS
 - iii) The applicable taxes under GST ACT for GOODS
 - iv) State Code and the place of supply as applicable as per billing and delivery address mentioned in the CONTRACT
- 7.5 BUYER 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 SELLER.
 - e. Any sums owed to the BUYER (as per Clause 7.12) or in case the SELLER has committed a breach of its obligations under this CONTRACT.
 - f. GST TDS: BUYER may, in relation to any payment it is required to make to the SELLER, withhold from that payment any amount it is required to withhold under the GST ACT and shall provide such document to the SELLER as may be prescribed under the GST ACT.
- BUYER's decision regarding the above shall be final and binding to the SELLER.
- 7.6 SELLER shall submit the invoices along with GOODS supplied, unless otherwise agreed by the BUYER, 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 BUYER, on account of non-compliance of any existing tax laws due to delayed submission of invoice or submission of defective/incomplete invoice by the SELLER (including but not limited to interest or penalties caused to BUYER 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 SELLER.

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

- 7.14 The BUYER 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 BUYER REPRESENTATIVE** as per the terms and conditions of the CONTRACT.
- 7.15 SELLERS 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 SELLER 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 BUYER 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 SELLER's obligations including but not limited to any of the following;
- i) submission of valid copy of Udyam Certificate for respective financial years to BUYER in advance,
 - ii) submission of Correct & Valid Bank Account details to BUYER in time as per BUYER's policy,
 - iii) submission of valid e-Invoice/IRN Invoice complete in all respect with supporting documents as applicable,
 - iv) GOODS delivered by the SELLER 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 BUYER REPRESENTATIVE.
- 7.18 Benefits, relaxations and concessions for SELLERS registered as Micro and Small Enterprise (MSE) under the MSME Act are available as per guidelines adopted/allowed by BUYER 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 SELLER; will be borne/ reimbursed/ compensated by the SELLER.
- 7.20 Provisions of the CONTRACT pertaining to MSME Act will be triggered only after receipt of valid 'Udyam Certificate' from the SELLER.
- 8. DEDUCTIONS FROM THE SELLER**
- 8.1 All costs, damages or expenses which BUYER may have paid or incurred, which under the provisions of the CONTRACT fall under the SELLER's liability, will be claimed by the BUYER. All such claims shall be billed/notified by the BUYER to the SELLER regularly as and when they fall due. Such claims shall be paid by the SELLER within 15 (fifteen) days of the receipt of the corresponding intimation from BUYER, and if not paid by the SELLER within the said period, the BUYER may, then, deduct the amount from any moneys due, such as Contract/ Performance Security, retention money, Bank Guarantee, or payments becoming due to the SELLER under the CONTRACT or may be recovered by actions of law or otherwise, if the SELLER fails to satisfy the BUYER of such claims.
- 9. PRINTS, DRAWINGS & SPECIFICATIONS:**
- 9.1 The SELLER shall prepare at its own expense and submit to the BUYER such drawings and data as necessary for the performance of this CONTRACT. The BUYER REPRESENTATIVE shall have the right to generally approve all drawings and/or data but such approval or acceptance shall not relieve the SELLER of any of its responsibilities under this CONTRACT. The SELLER shall supply, at no extra cost, legible copies of such drawings and data, as applicable.

10. INSPECTION, MONITORING, TESTING AND EXPEDITING:

- 10.1 The BUYER, by its authorized officers and agents, shall at all times be granted access to the SELLER's premises for expediting, inspecting, monitoring and testing of the GOODS during and on completion of manufacture prior to delivery.
- 10.2 Any expediting, monitoring, review, approval, acknowledgement, test or acceptance or waiver thereof by the BUYER shall not relieve the SELLER 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 GOODS.
- 10.3 Wherever applicable, before delivering the GOODS, the SELLER shall, at no extra cost to the BUYER, unless otherwise specified in the CONTRACT, inspect and test the GOODS for compliance with this CONTRACT and supply to the BUYER legible certificates of the results of such inspection and testing, duly signed & stamped by authorized representative of the SELLER, as may be reasonably required by the BUYER or required by legislation.
- 10.4 The GOODS shall be inspected (i) At DELIVERY POINT by BUYER; and/or (ii) At factory premises of the SELLER by BUYER and/or Third party inspection (TPI) agency duly approved by BUYER. The SELLER shall extend all necessary cooperation to BUYER / TPI in carrying out the inspection, as the case may be.
- 10.5 In case if the SELLER offers the GOODS for inspection and the same fails, then third party re-inspection costs as per CONTRACT terms will be borne by the SELLER, unless explicitly specified otherwise in the CONTRACT.

11. MARKING OF THE GOODS:

- 11.1 The SELLER 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 SELLER is not the manufacturer, the SELLER shall ensure that the GOODS are, without infringing third parties' rights including IPR, clearly and permanently marked as having been supplied by the SELLER to the BUYER.
- 11.2 The SELLER 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 BUYER) be marked with the name, badge or any other mark used exclusively by the BUYER. Any GOODS or components so marked shall not be disposed off to any third party without the prior written consent of the BUYER unless such markings are first erased to the satisfaction of the BUYER.

12. PACKAGING AND CARRIAGE:

- 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 SELLER 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 SELLER but, whilst reasonable care shall be taken to ensure that they are received by the SELLER in good condition, such return shall be at the SELLER's risk and expense.

- 12.3 The SELLER shall send with each consignment of the GOODS, as applicable:
- 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;
 - An advice note or notes, as instructed in CONTRACT, including details as mentioned in sub-clause a above;
 - Additional documentation as detailed in the CONTRACT;
 - The SELLER's clear and full instructions with regard to all hazards affecting the GOODS; and
 - Documentation to prove the GOODS supplied have been inspected and, if applicable, are properly completed and therefore fit for purpose.

13. DELIVERY:

- 13.1 The SELLER 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 BUYER. Delivery of the GOODS to a carrier (whether named by the BUYER or not) for the purpose of transmission to the BUYER is not deemed to be and shall not constitute delivery of the GOODS to the BUYER.
- 13.3 The BUYER, acting reasonably, may alter the DELIVERY POINT and/or DELIVERY SCHEDULE upon giving the SELLER reasonable notice in writing of such alterations.
- 13.4 If the SELLER fails to deliver any GOODS in accordance with the CONTRACT, then the BUYER 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 SELLER 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 BUYER REPRESENTATIVE. GOODS in excess of the quantity specified shall, at the BUYER's option, be returned to the SELLER at the SELLER's expense.
- 13.7 Acceptance of the GOODS by the BUYER shall not relieve the SELLER of any of its obligations under this CONTRACT.

14. LIQUIDATED DAMAGES

- 14.1 SELLER acknowledges the importance to the BUYER of receiving the GOODS as per the DELIVERY SCHEDULE, and undertakes to take all steps necessary to achieve the DELIVERY SCHEDULE so specified. In this respect, time shall be of the essence. No other activity of the SELLER shall take precedence over the supply of GOODS.
- 14.2 Without prejudice to the BUYER's other rights available under the CONTRACT and/or Law, in case the SELLER fails to meet the DELIVERY SCHEDULE, for the reasons other than (i) Force Majeure; and/or (ii) reasons attributable to BUYER alone, the BUYER shall, unless otherwise specified differently in the STC, recover, as ascertained and agreed, liquidated damages (LD), and not by way of penalty, 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.

- 14.3 The SELLER shall immediately notify the BUYER, prior to the applicable DELIVERY SCHEDULE, of any event or circumstance that may give rise to any delay in the delivery of the GOODS, other than arising from reasons covered by the provisions of Clause 40 on Force Majeure. The SELLER shall immediately give details to the BUYER 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 BUYER agrees that delivery of the GOODS or part thereof, is likely to be delayed beyond the stipulated DELIVERY SCHEDULE, and that such delay is not attributable to the SELLER, then the BUYER shall grant such revised DELIVERY SCHEDULE as the BUYER considers reasonable in all the circumstances, provided such intimation is received from SELLER prior to the applicable DELIVERY 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 BUYER for incorporation into the GOODS (hereafter referred to as "Free Issue Materials"), they shall be and remain the property of the BUYER, but upon delivery to the SELLER, become and remain thereafter at the sole risk of the SELLER, until the delivery of the GOODS and the return of any surplus Free Issue Materials to the BUYER.
- 15.2 SELLER 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 BUYER 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 SELLER unless it otherwise notifies the BUYER within seven (7) days of receipt.
- 15.3 SELLER 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 SELLER's failure to comply with the provisions of sub-clause 15.2 shall be made good at the expense of the SELLER either by the SELLER or as the BUYER 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 BUYER.
- 15.5 BUYER 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 BUYER or in the Free Issue Materials returned by SELLER, then such lost/short/damaged material cost shall be borne by the SELLER and necessary amount towards such shortage/damaged material will be recovered from the SELLER, as per rate decided by BUYER.
16. **MATERIAL INSPECTION:**
- 16.1 Upon receipt of GOODS at DELIVERY POINT, BUYER will inspect the packaging for damage or tampering. In case of no damage or tampering of the package, the GOODS will be stored at BUYER's site for further inspection.
- 16.2 BUYER 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 SELLER, the BUYER's report will be deemed accepted by the SELLER. In case of breakage/ shortage/ tampering/ damage, intimation regarding the same shall be referred to the SELLER within thirty (30) days from the date of receipt at DELIVERY POINT by the BUYER, which shall be replaced / made good by the SELLER at their own cost. All risk of loss or damage to the GOODS shall be upon the SELLER till it is delivered to the BUYER.

- 16.3 If BUYER 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 BUYER shall be the sole judge, the BUYER 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 SELLER.
- 16.4 The BUYER shall have the right to require the SELLER at the SELLER's own risk and expense, expeditiously to collect and replace any rejected GOODS, not later than fifteen (15) days from the date of written communication of rejection from BUYER. Should the nature or 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 BUYER may require the SELLER to carry out the necessary replacement at site at the SELLER's expense.
- 16.5 If the SELLER fails to fulfill its obligations under this clause within thirty (30) days from the date of intimation of rejection; the BUYER may:
- Dispose the material to any party and expenses, if any, incurred for such disposal, shall be payable by the SELLER; and/or
 - Terminate this CONTRACT, or any part thereof, in accordance with clause 42 of GTC and/or debar the SELLER for future tendering/award of contract, without prejudice to its existing rights and remedies; and/or
 - Recover as a debt due from the SELLER, 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 SELLER replaces any GOODS in accordance with this Clause, the provisions of this CONTRACT shall apply to the replacement GOODS.
17. **RIGHT TO GET GOODS THROUGH OTHER AGENCIES:**
- 17.1 Nothing contained herein shall restrict BUYER from accepting similar GOODS from other agencies at its sole discretion and at the risk and cost of the SELLER, if the SELLER fails to fulfil any of its obligations under the CONTRACT.
- 17.2 In such event, the BUYER, at its sole discretion, shall be entitled to recover the additional expenses incurred for procuring the GOODS from alternate agencies, in addition to administrative and other expenses incurred by BUYER for the same. The decision of BUYER in determining such amount to be recovered from the SELLER shall be final and binding on the SELLER. The SELLER's liability in this respect shall be unlimited without exception.
18. **WARRANTY:**
- 18.1 SELLER 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. SELLER 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.
- 18.2 Without prejudice to the rights of the BUYER under this CONTRACT, wherever applicable and unless otherwise specified differently in SPECIAL TERMS OF CONTRACT, the SELLER warrants the GOODS against the SELLER'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 SPECIAL TERMS OF CONTRACT.

- 18.3 SELLER 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 If any fault, defect or nonconformity is discovered during the Warranty Period, SELLER 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 BUYER’s discretion) with the greatest diligence and at SELLER’s expense to the full satisfaction of BUYER. The SELLER 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 SELLER.
- 18.5 Where the SELLER repairs, modifies or replaces any GOODS in accordance with this Clause, the provisions of this CONTRACT shall apply to the repaired, modified or replaced GOODS.
- 18.6 Failing prompt and sufficient action on the part of SELLER, BUYER reserves the right to carry out the necessary work at SELLER’s risk and expense. BUYER shall have the right to recover such costs from SELLER. SELLER’s liability in respect of aforesaid rectification and/or replacement shall be unlimited without exception.
- 18.7 All the spares shall be supplied with fitment certificate to the original equipment, as applicable.
- 18.8 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 BUYER may require the SELLER or others to carry out the work necessary for repair, modification, or replacement of the GOODS on site at the SELLER’s expense and cost for the same shall be recovered /deducted from the SELLER.
- 18.9 If the SELLER fails to fulfil its obligations under this clause, the BUYER may:
 - a. Terminate this CONTRACT or any part thereof in accordance with clause 42 of GTC, and/or debar the SELLER as per Clause 43 of GTC, without prejudice to its existing rights and remedies; and/or
 - b. Recover as a debt due from the SELLER, 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.
- 18.10 Where applicable, the BUYER shall have the right to assign the benefit of this guarantee to the BUYER’s successors and/or assignees. When requested by the BUYER, the SELLER shall assign to the BUYER the full benefits of all guarantees obtained by the SELLER.
19. **AMENDMENT(S):**
- 19.1 BUYER may, by written notice to SELLER, order extra quantity or make changes by altering, adding to or deducting from the GOODS, 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 Any modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects shall be considered valid only when accepted or issued in writing by BUYER. Any other cases shall not be any ground for extension of agreed DELIVERY SCHEDULE and also shall not affect the SELLER's obligations under the CONTRACT in any manner, except to the extent mutually agreed through an AMENDMENT.
- 19.3 SELLER shall not commence to carry out any AMENDMENT nor shall any claim be valid in respect thereof, until the SELLER has received the formal AMENDMENT issued by BUYER 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 BUYER on delivery or on payment by the BUYER (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 BUYER, the risk shall not pass to the BUYER 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 BUYER before delivery, such GOODS shall be stored separately, clearly identified and marked as "the property of GGL" or in such other manner as the BUYER 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 BUYER shall be stored separately, marked as "the property of GGL" and remain the property of the BUYER and the SELLER shall be responsible for their safe custody and return. They shall not, without the prior written consent of the BUYER, be disposed of by the SELLER 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 SELLER without written consent of BUYER, provided nevertheless that any such consent shall not relieve the SELLER from any obligation, duty or responsibility under the CONTRACT.
22. **ASSIGNMENT:**
- 22.1 CONTRACT shall be binding on and ensure to the benefit of BUYER and SELLER and to their respective heirs, executors, administrators, successors and assigns, but the SELLER 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 BUYER.
- 22.2 The BUYER 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 SELLER.
- 22.3 The SELLER 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 SELLER and any assignment shall not relieve the SELLER 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 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 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 BUYER AND THE SELLER:

26.1 In performing its obligations under this CONTRACT the SELLER shall maintain complete employer control over the SELLER's PERSONNEL. This CONTRACT constitutes a principal to principal relationship between the SELLER and the BUYER 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 SELLER shall, as between the SELLER and the BUYER, be responsible for and shall be liable for, indemnify, defend and hold harmless the BUYER against all wages, fees, contributions, insurances, charges and taxes required by Law to be paid by an employer in respect of the SELLER's PERSONNEL and/or the supply of the GOODS 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 SELLER is a partnership firm, the prior approval of the BUYER shall be obtained in writing, before any change is made in the constitution of the firm.

27.2 Where the SELLER is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall, likewise be obtained before such SELLER 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 SELLER.

27.3 In either case if prior approval as aforesaid is not obtained; the CONTRACT shall be voidable at the option of the BUYER. The BUYER shall be entitled to terminate the CONTRACT in accordance with Clause 42 of GTC.

28. REPRESENTATIVES:

- 28.1 BUYER REPRESENTATIVE shall communicate to SELLER all information, instructions and decisions of BUYER. All information, instructions and decisions issued by BUYER REPRESENTATIVE shall be deemed to have been issued by BUYER.
- 28.2 BUYER 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. Information, instructions and decisions issued by any nominated deputy, acting within the terms of his delegated authority, shall be as if issued by BUYER REPRESENTATIVE.
- 28.3 SELLER REPRESENTATIVE shall be authorized to act on behalf of SELLER in all matters relating to the CONTRACT and any written order, instruction or Notice from BUYER to SELLER REPRESENTATIVE or SELLER's personnel shall be deemed to have been given to SELLER.

29. NOTICES:

- 29.1 All correspondences and documents relating to the CONTRACT exchanged by the SELLER and BUYER 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 BUYER which will be returned to SELLER & 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 SELLER shall protect and hold the GOODS and all property of the BUYER GROUP free from all liens, charges and other encumbrances.
- 30.2 Upon receipt of a Notice from the BUYER, the SELLER 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 SELLER GROUP for use for or in connection with the completion of the work associated with the GOODS, which in the opinion of the BUYER, may adversely affect the performance of the SELLER's obligations under the CONTRACT.
- 30.3 The SELLER shall be responsible for, indemnify, defend and hold harmless the BUYER 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 BUYER GROUP.
- 30.4 The BUYER may discharge any lien, charge or other encumbrance and may deduct from payment due to the SELLER or recover by other means as a debt due from the SELLER all costs and expenses reasonably incurred in so doing.
- 30.5 If, at any time there should be evidence or any CLAIM for which the BUYER might have become liable and which is chargeable to the SELLER, the BUYER shall have the right to retain out of any payment

then due or thereafter to become due an amount sufficient to completely indemnify the BUYER against such lien or claim and if such CLAIM be valid, the BUYER 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 SELLER.

- 30.6 If any lien or claim remain unsettled after all payments are made, the SELLER shall refund or pay to the BUYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. BUYER reserves the right to do the same.

31. INSURANCE:

- 31.1 SELLER shall provide, maintain and pay for such insurance, as will protect replacement value of GOODS and all its plant, equipment, materials, tools, etc. until GOODS are delivered in accordance with CONTRACT, and for any insurance for its supervisory or other personnel, who may be required to travel to and work at the site in India, in the execution of SELLER's obligations under the CONTRACT.

- 31.2 SELLER hereby waives all rights of recovery from BUYER in connection with its properties and the properties of its personnel while working at site and traveling to and from site.

- 31.3 In case a damage or loss is observed, BUYER shall inform to SELLER on receipt of GOODS at DELIVERY POINT and SELLER shall arrange the replacement based on first information received from the BUYER. It shall, however, be SELLER's responsibility to pay premium, lodge & settle the claim and / or any deductibles applicable on claim settlement.

- 31.4 SELLER shall be responsible for transit insurance for the GOODS.

32. INDEMNITY:

- 32.1 To the fullest extent permitted by Law, SELLER shall indemnify, defend, and hold harmless BUYER, 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, or installation of the GOODS, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to SELLER, BUYER, or any other party, including any Claims based upon or arising out of SELLER's sole, joint, or contributory negligence or strict liability, except to the extent that any such Claim arises out of, or is attributable, to BUYER's gross negligence or wilful misconduct.

- 32.2 The SELLER shall at all times indemnify and keep indemnified BUYER against all Claims, loss, demands, proceedings, charges and expenses, liability of personal injury (including death), and/or damage omission or default by the SELLER 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 SELLER undertakes responsibility for and shall indemnify BUYER 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 SELLER's obligation under the order or for which the SELLER has assumed under any order local or national Law or Laws.

33. EMPLOYMENT LIABILITY OF SELLER:

- 33.1 The SELLER shall indemnify BUYER & 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 SELLER shall preferably be on his roll and be paid by him and BUYER shall have no responsibility towards them.
- 33.2 The SELLER shall be directly responsible and indemnify the BUYER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 33.3 The SELLER shall indemnify the BUYER against all losses or damages caused to it on account of acts of the personnel deployed by the SELLER.
- 33.4 The SELLER 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 SELLER.

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 SELLER under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not be limited and the SELLER shall continue to remain responsible for all liabilities which arise on account of:
- Breach of Applicable Laws by the SELLER
 - Gross negligence, fraud, or willful misconduct of the SELLER.
 - Infringement of any Intellectual Property Rights of the BUYER.
 - Indemnification of BUYER 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 SELLER and/or the SELLER'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 BUYER 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 BUYER which shall come or have come to its or their knowledge in or by reason of the engagement by the BUYER of the SELLER 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 BUYER are not considered as third parties, and for this reason they have to respect, towards the SELLER, the same obligations as the BUYER in these matters.

36.3 Any document, other than the CONTRACT itself, enumerated shall remain the property of the BUYER and shall be returned (all copies) to the BUYER on completion of the SELLER's obligations under the CONTRACT, if so required by the BUYER.

37. PUBLICATION AND PRESS ANNOUNCEMENTS:

37.1 SELLER, either alone or jointly with others, cannot publish material or make press releases or announcements regarding either this CONTRACT or the activities of the SELLER related to its participation in this CONTRACT. Such publication shall be subject to prior approval of the BUYER in writing.

38. INTELLECTUAL PROPERTY RIGHTS (IPR) AND TRADEMARKS:

38.1 All Intellectual Property Rights in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books created, supplied or developed by the BUYER and appertaining to the GOODS shall remain in the BUYER and the originals and all copies of them shall be delivered to the BUYER on completion of the work associated with the GOODS and the SELLER 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 SELLER 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 BUYER and the copyright for the same shall be vested in the BUYER.

38.3 Subject to the BUYER's rights pursuant to this CONTRACT, the SELLER 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 SELLER prior to this CONTRACT and which shall not have been prepared by the SELLER at the request of the BUYER or pursuant to a previous contract or arrangement with the BUYER.

38.4 The SELLER shall be responsible for, indemnify, defend and hold harmless the BUYER 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 SELLER, any employee of either of the foregoing or any third party in respect of any device, apparatus, process or method used by the SELLER in performing its obligations under the CONTRACT.

38.5 Should the SELLER infringe, or allegedly infringe, any patent, registered design, copyright, trademark or trade name which delays or prevents the SELLER from carrying out its obligations under this CONTRACT, the BUYER 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 SELLER. The SELLER shall be liable for all additional costs incurred by the BUYER pursuant to its mitigation of the effects of such cessation or delay.

38.6 The SELLER shall promptly disclose to the BUYER all inventions which it 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 BUYER. The SELLER shall execute or have executed all documents and shall perform or have performed all such acts as the BUYER may deem desirable or necessary to protect the BUYER'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 SELLER any right to use trademarks, trade names or service marks or even otherwise, nor shall any SELLER adopt any trademark which is confusingly similar to any a trademark of the BUYER.

39. PERMITS, LICENSES, STATUTORY AND OTHER REQUIREMENTS:

- 39.1 The SELLER 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 SELLER's business in the jurisdictions where the SELLER has to fulfil its obligations under this CONTRACT.
- 39.2 The SELLER shall comply with the Legislations and any other requirements, including but not limited to, those pertaining to Health, Safety and Environment, affecting the manufacture of GOODS, completion of the work associated with the GOODS, including delivery as per the CONTRACT.
- 39.3 The SELLER 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 BUYER's prior written consent, except to the extent such matters pertain only to the SELLER's equipment and the SELLER's PERSONNEL, which do not and cannot directly or indirectly affect the BUYER'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 SELLER 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 SELLER in obtaining materials, equipment or manpower required for performing any work; or
 - c. financial distress of the SELLER; or
 - d. strikes, disputes or other action solely among employees of SELLER or its sub-SELLERS or SELLER/sub-SELLER of the SELLER; 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 SELLER is suspended by FORCE MAJEURE conditions for a period of 2 (two) weeks or more, then BUYER may, at 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 SELLER shall, if instructed in writing by the BUYER REPRESENTATIVE, temporarily suspend the CONTRACT execution or any part thereof, for such written instruction, and resume the same only after receipt of written intimation to proceed therewith.

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

42. TERMINATION AND EFFECT OF TERMINATION:

42.1 BUYER 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:

- a. Breach of any contractual terms and conditions by the SELLER
- b. Insolvency or bankruptcy of the SELLER, or being a buyer, 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 SELLER's obligations under the CONTRACT

The decision of BUYER 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 BUYER's other rights under this CONTRACT; the BUYER 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 SELLER.

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

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

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

43. DEBARMENT OR SUSPENSION:

- 43.1 BUYER reserves the right of Debarment or Suspension for the SELLER, upon occurrence of any events including but not limited to the following, in line with BUYER'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 BUYER website, by giving written intimation to the SELLER:
- a. In case of any conviction for criminal offence pertaining to the SELLER or its director or subcontract, or indicating a lack of business integrity or honesty which directly and seriously affects the business of the BUYER; 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 BUYER
- 43.2 The decision of BUYER 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 SELLER.
- 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 SELLER shall be debarred [i.e. neither any enquiry will be issued to the party by BUYER against any type of tender nor their offer will be considered by BUYER against any **ongoing tender(s)** where contract between BUYER and the SELLER (as a bidder) has not been finalized as per the BUYER'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 BUYER 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 binding arbitration 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 BUYER.
- 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, and the sole arbitrator shall not award, any damages for Consequential Loss or any punitive, multiple, or other exemplary damages.

- 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 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 BUYERS; 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 SELLER shall not, without the prior approval of BUYER, 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 BUYER.
- 45.2 No director, officer, employee, consultant or servant of the SELLER shall enter into any business arrangement with any director, officer, employee, consultant or servant of BUYER without full written and timely disclosure to BUYER.
- 45.3 The SELLER shall not accept any commission or any other payment from tenderers, sellers, vendors or any third party concerned with the CONTRACT.
- 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 BUYER requires that SELLER observe the highest standard of ethics during the execution of CONTRACT. In pursuance of this policy, the BUYER 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 BUYER, and includes collusive practice amongst SELLERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BUYER of the benefits of free and open competition;
- c. "Unfair trade practices" means supply of materials different from requirements specified 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 BUYER will reject a proposal for award, if it determines that the SELLER recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question;

46.3 BUYER will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the BUYER 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 SELLER represents warrants and undertakes to SELLER 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 SELLER Personnel,

in connection with SELLER'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 BUYER to terminate the CONTRACT.



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

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

BID NO: GEM/2025/B/6852454

(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 06 (Six) month from the date of award of RATE CONTRACT/ PURCHASE ORDER.

4. **WARRANTY PERIOD:** AS PER GTC

5. **DEFECT LIEBILITY:** AS PER SCOPE OF WORK (Clause no 8)

6. **DELIVERY SCHEDULE:** As mentioned clause no 6 of SOW

7. **CONTRACT BANK GUARANTEE (CBG):**

7.1 The CONTRACTOR shall submit the CBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT VALUE.

7.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 5% 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.

7.3 CBG shall be valid till Contract duration period + 3 months claim lodgment.

8. **PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE GUARANTEE (PG):**

8.1 The CONTRACTOR shall submit the PBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT VALUE.

8.2 PBG shall be valid for the contract duration + warranty period (18 months) Post-delivery + 3 months claim lodgment period.

8.3 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional PBG @ 5% 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.

OR

8.4 GGL shall retain an amount equivalent to 5% of the basic invoice value as PG. For retention of PG, only accepted quality material invoice value shall be considered.

8.5 Retained amount equivalent to 5% of the basic invoice value shall be released after warranty period (18 months) post receipt of material at GGL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount.

9. **PAYMENT TERMS:**

9.1 100% Payment shall be released within 30 days from the date of receipt of Certified Bill / Invoice by GGL post acceptance of materials.

9.2 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.

10. **DELIVERY POINT:**

10.1 **Tentative Site Location:**

(1) **WAREHOUSE VAISHNAVDEVI, AHMEDABAD**

Gujarat Gas Ltd., Near Vaishnav Devi Circle, Beside Sardardham, Ahmedabad
Tentative Geo-Coordinates: 23.137101, 72.539007

(2) **DCS STATION, MANDVI, KUTCH(W) GA**

Nr – IOCL Petrol Pump, Plot No 21 & 22, Survey No.79/1, Village - Shirva, Taluka – Mandvi,
Dist – Kutch, Gujarat

Tentative Geo-Coordinates : 22.854816, 69.305589

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

11.1 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 OF PRE-FABRICATED PORTA CABIN AT WAREHOUSE, VAISHNAVDEVI, AHMEDABAD AND DCS STATION, MANDVI, KUTCH(W) GA BID NO: GEM/2025/B/6852454				
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/6852454
Hosted by webex3

Participants are requested to click on below link and use passcode: 5540 for securely connecting to the online WebEx meeting.

<https://ggl.webex.com/ggl/j.php?MTID=mdcfe609639ac049de9ddcb200ca31653>

Thursday, November 13, 2025 3:00 PM | 1 hour 30 minutes | (UTC+05:30)

Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2514 144 3652

Password: 5540



SECTION X:
FORMS & FORMATS

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

BID NO: GEM/2025/B/6852454

(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/6852454

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: GEM/2025/B/6652454** 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)

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/6852454

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/6852454,
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)