



Request for Proposal

for

“Staff Bus Hiring Services (4 Buses)”

(Domestic Competitive E-tender through GeM portal)



Gujarat State Petronet Limited

GSPL Bhavan,
Plot No. E-18, GIDC Electronic Estate,
Near K-7, Sector-26, Gandhinagar-382028.

GSPL-GeM Bid no.: GEM/2026/B/7067224
GSPL ATC No.: GSPL/PROC/2025/12/O/470

January' 2026

Procurement Department



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SECTION-I
INVITATION FOR BID

**1. Background**

Gujarat State Petronet Limited (hereinafter referred to as “GSPL” OR “Owner”) is a Limited liability company incorporated under the provisions of the erstwhile Companies Act 1956, engaged in business of transportation of natural gas through pipelines connecting various supply and demand centres in Gujarat. The company was incorporated on 23rd Dec 1998 with its registered office at GSPC Bhavan, Sector-11, Gandhinagar, Gujarat. GSPL has been certified for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 for Gas Grid pipeline Network.

GSPL has pipeline network of about 2800 KMs across the State of Gujarat and further extension of pipeline network is going on in phased manner.

2. Brief Scope of Work

The bidder shall have to carry out the work as defined in RFP documents. Bidders are advised to refer detailed Scope of Work (Section-VI), Service Level Agreement of GeM portal in conjunction with SOR (Section-VIII) for the work to be performed as per tender terms & conditions.

The brief Scope of Work includes following but not limited to;

- Provide Staff Bus Services with experienced drivers & attendants (4 Buses) for the employees of the Company, for daily commute (working days as per Government of Gujarat calendar i.e. Holiday on every Sunday and 2nd & 4th Saturday OR as directed by the Company) to office for the routes (to & fro as per office hours of the Company) between Ahmedabad – Gandhinagar. Further, Bus may be used for special purposes like Induction/Training etc., as may be required occasionally.
- Execution period of the service: **Five (5) years**. Contractor shall commence the work/ services from the date mentioned in the Notification of Award. Two (2) months’ time period shall be given for the commencement of services from the date of Notification of Award.

- Specification of Vehicle:

Min. Seating Category (incl. driver seat)	40-42	31-33	19-21
No of Buses required (in nos.)	01	02	01
Minimum running KM per month	1700	2000	2000
Colour of Vehicle	Preferably of white colour		
Type of vehicle	OEM/factory fitted Air Conditioned		
Fuel	Diesel		
Make	Force /Tata / Mahindra/ Ashok Leyland/		



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	Eicher/ Tempo Traveller
Year of Manufacturer	2025 or later
Max. Running KM as on deployment at Site	500 KM
Driver & Cleaner cum helper for each bus	1 Driver And 1 Cleaner cum helper

- Bus deployed under this contract shall be commercially registered from RTO in name of Successful Bidder (Contractor) as per above configuration. As a proof, Invoice, RC book, Insurance copies, Taxes paid receipts etc. to be submitted before commencement of the work and updated periodically. Further, Vehicles should have valid Permit(s), required tools, spare wheel, portable fire extinguisher and spares for repairs to be carried out en-route.
- Beyond the fix monthly KM, per km rate shall be applicable for extra usage of the service.
- Entry tax, parking charges, toll tax etc. during on duty services shall be reimbursed at actual on submission of original receipts along with respective monthly vehicle invoices.
- For Detailed Scope of Work, kindly refer Section-VI.

Further the Agency shall, unless specifically excluded in the Contract, perform all such work and/or supply all such Goods not specifically mentioned in the Contract but that can be reasonably inferred from the Contract for satisfactory performance of the Scope of Work under the Contract as if performance of such Work and/or supply of Goods were expressly mentioned in the Contract.

3. Bid Qualification Criteria (BQC)

Criteria	Bidder's compliance documents
3.1 Experience Criteria:	
Bidder must have experience of providing staff/school bus services (commercially registered passenger vehicle - Heavy Motor Vehicles/HMV) for minimum Two (2) buses under One (1) Single Contract having successful execution for minimum 12 months, within last Seven (7) years from the date of NIT.	Bidder has to submit copy of work order and Completion / Performance certificate, extension letters (in case of running contract) etc. towards meeting the experience.
3.2 Financial Criteria:	
3.2.1) Bidder shall have positive net worth as per audited accounts as on 31.03.2025 . In case the Bidder is a company, Net Worth shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure	Certificate along with UDIN no. from a Chartered Accountant/ statutory auditor of the Company shall be submitted to this effect (refer Format provided under "Forms &



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not written off, if any. In case the Bidder is a sole proprietorship firm or a partnership firm, the net worth shall be considered as the sum of the proprietor's capital or partners' capital and reserve and surpluses. In case of sole proprietorship, the net worth shall be based on all of proprietor's business assets and liabilities.	Procedures").
3.3.2) The Bidder shall have minimum average annual turnover of INR 1.10 Cr. , for the last three (3) financial years from the date of Notice Inviting Tender (NIT) i.e. FY 2024-25, 2023-24, 2022-23.	Bidder has to submit Annual Reports [Balance Sheet and Profit & Loss Account Statement] in this regard.
3.3 Registration Criteria	
3.3.1) Bidder shall have a valid PAN Card .	A copy of PAN card .
3.3.2) Bidder shall have a valid GST Registration Certificate .	A copy of GST Registration Certificate .
3.3.3) Bidder shall have a full-fledged working office in Ahmedabad/Gandhinagar.	A copy of GST reg. OR Shops & Est. reg. etc.
3.4 Other Criteria	
3.4.1) The Bidder is not put on "Holiday" by GSPL or GSPC Group Companies or Public Sector Project Management Consultant (like EIL, Mecon) or banned/blacklisted by Government department/public Sector Undertaking on due date of submission of bid. Further, neither Bidder nor their allied agency/(ies) are on banning list of GSPL or GSPC Group or the Ministry of Petroleum and Natural Gas. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to the Owner by the Bidder. It shall be the sole responsibility of the Bidder to inform about their "Holiday" status (para 1 of this clause) herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per provision of tender.	The Bidder shall be required to furnish an undertaking in respect of the above, duly executed on a non-judicial stamp paper of Rs. 300, in a format prescribed (refer under Forms & Procedure – Section-VII), as part of its bid submission. If found, the bid shall be rejected and EMD shall be forfeited or Contract shall be terminated without any notice period and PBG & SD (as may be applicable) shall be forfeited.
3.4.2) The Bidder shall not be under insolvency, liquidation, court receivership or other similar legal proceedings.	Bidder shall submit self-declaration certificate in this regard.
3.4.3) Bidder, who has initiated legal action/litigation	Bidder shall submit self-declaration



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INVITATION FOR BID (ITB)

against GSPL or any of the GSPC group company, shall not be considered eligible for bidding. Further, Bidders against whom GSPL or any of the GSPC group company has initiated inquiry/ legal action/ litigation shall not be considered eligible for bidding.

certificate in this regard.

Notes:

- a) Bidder to submit all relevant documentary evidence establishing compliance towards aforementioned bid qualification criteria failing which it shall render the bid to be summarily rejected at sole discretion of Owner.
- b) Experience of only the bidding entity shall be considered. Bidder must satisfy the above criteria on their own. Credentials of Third Party/ Parent Company/ Subsidiary Company/ Partner firm etc. shall not be accepted.
- c) In-house work experience (where for the past experience referred for qualification, the contractor/ sub-contractor and the owner belong to the same organization) shall not be considered as valid experience for the purpose of qualification.
- d) Consortium/ Joint venture bids are not acceptable.
- e) Bidder may visit our website - www.gspcgroup.com for list of GSPC group companies

4. Salient features & Procedure

a)	Tender Description	Staff Bus Hiring Services (4 Buses)
b)	Type of Enquiry	Domestic Competitive Bidding
c)	Mode of Enquiry	Online through GeM Portal
d)	Tender ref. details	GSPL-GeM Tender no.: GEM/2026/B/7067224; GSPL ATC no.: GSPL/PROC/2025/12/O/470;
e)	Bidding Document	Download from GeM Portal https://sso.gem.gov.in/
f)	Bid Start Date	17-01-2026
g)	Site Visit	Not Applicable
h)	Pre-bid Meeting	21-01-2026, 15:30 HRS Location of Meeting: GSPL Bhavan, A-wing, Plot no. E-18, Near K-7, GIDC Electronic Estate, Sector-26, Gandhinagar-382028, Gujarat (INDIA)
i)	Pre-bid query submission	22-01-2026; 18.00 HRS (User GSPL's standard format – Section XI)
j)	Due Date of Bid Submission	06-02-2026, 19:00 HRS
k)	Cost of Bidding Document; Bid Fees (Non-refundable)	Not Applicable



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l)	Bid Security – EMD (Refundable)	INR 1,25,000/-
m)	Bid Validity	120 days from the last date of bid submission
n)	Primary bid Opening	07-02-2026, 10.30 HRS
m)	Price Bid Opening	20-02-2026, 10.30 HRS (Price bid opening is dependent of primary bid evaluation and schedule may vary)

Note: Any changes in above schedule/ all future correspondences/ updates regarding subject tender shall be updated through mode of enquiry as mentioned above.

The Bid fees and EMD amount as mentioned above is the amount receivable by GSPL after deductibles, if any.

Bidder shall download/purchase the Bidding Document in their own name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder who have not downloaded/purchased the bidding document either directly OR through their authorized agent shall be rejected.

5. General

- 5.1 Owner reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information and by considering other aspects such as concurrent commitments and past performance of the bidder.
- 5.2 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Further Owner reserves right to put such bidder on "Holiday" for bidding in future.
- 5.3 Owner shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during and in relation to the bidding process.
- 5.4 GSPL shall take into consideration, Government guidelines as applicable from time to time.
- 5.5 For any clarifications on Bid documents/ procedures & pre-bid clarifications please contact following persons:

Mr. Ripal Patel

Gujarat State Petronet Ltd (GSPL),
GSPL Bhavan, Plot No. E-18, GIDC Electronic Estate,



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Sector-26, Gandhinagar-382028, Gujarat (INDIA)

Email: ripal.p@gspc.in

Owner reserves the right to cancel and/or alter bidding process at any stage without assigning any reason. Owner also reserves the right to reject any OR all of the bids received at its discretion, without assigning any reasons whatsoever.



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

DISCLAIMER

1. All information contained in this Bid Document and all annexure, appendix, schedules, forms thereof (the "Bidding Document" OR "Bid Document"), OR which information is subsequently provided, by OR on behalf of Gujarat State Petronet Limited (the "Owner") is being provided to the Bidder(s) for the purpose of inviting Bids and does not constitute nor should be interpreted as an offer.
2. This Bidding Document is meant to provide information only and is issued upon an express understanding and agreement that the Bidders will use it only for the purpose of preparing and submitting the Bid and for the purpose necessarily associated herewith and for no other purpose whatsoever.
3. The purpose of this Bidding Document is to provide the Bidders with basic and preliminary information to assist them in the preparation of their Bids for undertaking the Project but it is not intended to form the basis of any decision on part of the Bidder(s) to proceed with the Project.
4. The Owner makes no representation OR warranty, express OR implied, as to the accuracy, correctness and completeness of the information contained in the Bidding Documents. Each Bidder must conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent advice in relation to the same from appropriate sources.
5. While this Bidding Document has been prepared in good faith, neither the Owner nor its consultants, officers OR employees make any representation OR warranty OR shall have any responsibility OR liability whatsoever in respect of any statements OR omissions here from. Any liability is accordingly expressly disclaimed by the Owner, its consultants, respective officers, agents and employees even if any loss OR damage is caused by any act OR omission on the part of the Owner, its consultants, officers, agents OR employees, whether negligent OR otherwise.
6. By acceptance of this Bidding Document, the Bidders agree that information contained herein supersedes document(s) OR earlier information, if any, in relation to the Work/scope. This Bidding Document and any information herewith will be superseded by any later written information on the same subject made available to the recipient by the Owner.
7. Each Bidder agrees, understands and accepts that the information contained in this Bidding Document is subject to change without notice. Further, in no event, may it be assumed that there shall be no deviation OR change in any of the information mentioned herein. The Owner, at its own discretion, without any obligation to do so, may, update, amend OR supplement any information contained in this Bidding Document, including the evaluation methodology, at any time prior to the submission of the Bids.
8. Each Bidder unconditionally agrees, understands and accepts that the Owner reserves the right to accept OR reject any OR all Bids without giving any reason. Neither the Owner nor its employees OR advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking expenses in relation to the preparation of Bids.
9. This Bidding Document has not been filed, registered OR approved in any jurisdiction. Recipients of this



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Bidding Document resident in jurisdictions outside India should inform themselves of, and observe any applicable legal requirements.

10. Owner reserves right at any time to alter, amend, modify, cancel and recall the Bidding Document OR any part of it. The Bidders shall be required to submit the Bid in relation to this Bidding Document as so amended.
11. The Owner is not bound to accept any OR all the offers. The Owner reserves the right to reject any OR all the offers without assigning any reason. The Owner further reserves the right to negotiate with any OR all bidders in relation to their offers. No Bidder shall have any cause of action OR claim against the Owner OR its officers, employees, consultants, agents, successors OR assignees for rejection of its offer.
12. All Bids, including any and all supporting documents submitted therewith, pursuant to this Bidding Document, once submitted, shall become the property of the Owner. Provided however, any intellectual property rights existing in the information contained in such Bid will remain the property of the Bidder (OR other persons, as appropriate) submitting that Bid. Provided further that the Bidder shall have deemed to have licensed and authorized the Owner, its officers, employees, advisers, consultants and agents to copy, adapt, disclose OR to use, as the Owner may deem fit, all information and material contained in the Bid for the purposes of the Bid Process including, without limitation, evaluation of the Bids.
13. For abundant caution it is hereby expressly clarified that the Owner and/or its employees, officers, consultants, advisers OR other representative may make such copies of the Bids as they, in their sole discretion, may require.
14. Any extension of time to be granted to any Bidder for submission of its Bid shall be at the sole discretion of the Owner. Each Bidder should satisfy itself that the Bidding Documents are complete in all respects. In the event that the Bidding Document OR any part thereof is mutilated OR missing, the Bidder shall notify the Owner immediately at the following address:

GUJARAT STATE PETRONET LTD.

GSPL Bhavan, Plot No. E-18, GIDC Electronic Estate,
Sector-26, Gandhinagar-382028, Gujarat (INDIA)

Kind Attn: Head-Procurement

Phone: (079) 23268500

Web: <https://gspcgroup.com/GSPL/>

In the event such written notice is not received at the aforementioned office within fifteen (15) days from the date of issue of the Bid Documents to the Bidder, the Bid Documents received by the Bidder shall be deemed to be complete in all respects.



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

- 1.1 Gujarat State Petronet Ltd. (GSPL/Owner) issues these Bidding Documents for the Work as specified in this RFP, Price Bid Format (SOR) and Scope of Work.
- 1.2 Throughout these Bidding Documents:
 - a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - b) if the context so requires, “singular” means “plural” and vice versa;
 - c) “day” means calendar day; and
 - d) the terms “sub-suppliers”, “sub-contractors” and “vendors” have been used interchangeably;

2. Fraud & Corruption

- 2.1 Owner requires that Bidders/Contractor observe the highest standard of ethics during the execution of such contracts.
- 2.2 Owner will reject a bid/ proposal for award if it determines that the Bidder/Contractor recommended for award has engaged in corrupt OR fraudulent practices in competing for the tendering/contract in question. If found, the bid shall be rejected and EMD shall be forfeited OR Contract shall be terminated without any notice period and EMD, PBG, SD (as may be applicable) shall be forfeited. Further, the bidder shall be put on Holiday list of GSPL and GSPC group companies for the period of One (1) year from the date of issuance of Holiday letter.
- 2.3 Bidders/Contractors shall be held ineligible to bid if they are associated with an entity (including its affiliates) which has been engaged in providing consulting services to Owner for the preparation of this Bid Document.
- 2.4 Furthermore, Bidders/Contractors shall be aware of the provision stated in GCC Clause 37.



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INSTRUCTIONS TO BIDDERS (ITB)

3. Eligibility

- 3.1 This Invitation for Bid is open to all parties subject to the restrictions specified in Bid Qualification Criteria/ Tender documents.
- 3.2 A Bidder/Contractor shall not have a conflict of interest. All Bidders/Contractors found to have conflict of interest shall be disqualified. Bidders/Contractors shall be considered to have a conflict of interest with one OR more parties in this bidding process, if they;
- a) are OR have been associated in the past, with an entity (including its affiliates) which has been engaged by Owner to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; OR
 - b) Submit more than one bid in this bidding process. However, this does not limit the participation of sub-contractors in more than one bid;
 - c) Neither Bidder/Contractor nor its sub-contractor(s) if allowed under GCC Clause 23; shall be the employee OR related to any employee of the Owner which is involved in the tendering process OR the execution of the scope of work as envisaged under the tender. In case at any stage of tendering process OR Contract/PO execution etc., if it is established that the declaration of interest submitted by the Bidder/Contractor is wrong/false/misleading, Owner shall have right to reject the bid of such bidders/Contractors OR cancel/terminate the contract forthwith and the entire EMD/SD/PBG submitted by the bidder shall stand forfeited by the Owner.

4. Eligible Goods/Services

- 4.1 All the Goods/Services to be supplied/provided under the Contract shall be in accordance with items/services specified in Schedule of Rates, Technical specifications and standards under this RFP.
- 4.2 For purposes of the ITB, the term “Goods” OR “Services” means work for which contract is being finalized as per the requirements specified in Schedule of Rates (Section-VIII).

5. Conflict of Interest

Unless otherwise agreed in writing by the Owner, the Contractor and his personnel shall have no interest in nor receive remuneration in connection with the Work except as provided for in this Document.



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The Contractor shall not engage in any activity OR provide Service to any other third party, involved directly OR indirectly in the facility, which might conflict with the interests of the Owner under this Document.



B. BIDDING DOCUMENTS

6. Contents of Bidding documents

6.1 The Bid Documents consists of following and should be read in conjunction with any Addendum/ Corrigendum issued in accordance with ITB Clause 8.

- Section-I: Invitation for Bid (IFB)
- Section-II: Instructions to Bidders (ITB)
- Section-III: Bidding Data Sheet (BDS)
- Section-IV: General Conditions of Contract (GCC)
- Section-V: Special Conditions of Contract (SCC)
- Section-VI: Detailed Scope of Work (SOW)
- Section-VII: Forms & Procedures (F&P)
- Section-VIII: Price Bid Format (SOR)
- Section-IX: Information – Mode of Enquiry
- Section-X: Check list for bid submission
- Section-XI: Pre-bid queries form
- Section-XII: HSE Policy
- *Any other documents attached in this tender document, as applicable*

6.2 Owner is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from Owner.

6.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information OR documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarifications of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact through e-mail to following GSPL representatives.

Kind Attention:

Mr. Ripal Patel, Asst. Manager (Procurement)

Gujarat State Petronet Ltd.

E-mail: ripal.p@gspc.in



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Bidders to submit pre-bid queries/ clarifications in GSPL's format named "Pre-bid queries form" (Section-XI) on or before the given schedule in IFB Clause 4.0.

- 7.2 Owner will respond in writing to any request for clarification, provided that such request is received on OR before scheduled date given by Owner. Owner will issue the clarifications against raised queries through "Mode of Enquiry" mentioned in IFB Clause 4.0, including a description of the enquiry but without identifying its source. Should Owner deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-clause 20.2.
- 7.3 It is clarified that Owner shall not have obligation to accept OR consider any such request for clarification, amendment OR modification of the bidding documents, and a failure of Owner to duly respond to any such request shall be deemed to be a rejection thereof.
- 7.4 The Bidder's designated representative [duly authorized through a Power of Attorney in this regard] is invited to attend a pre-bid meeting, if convened. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Queries can be submitted as per Owner's guideline. The Owner will respond in writing to any request for clarification OR modification of the bidding documents. Text of the questions raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay to all recipients of the bidding documents. Any modification of the bidding documents listed in ITB Sub-clause 6.1 that may become necessary as a result of the pre-bid meeting shall be made by the Owner exclusively through the issue of an Addendum pursuant to ITB Clause 8.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, Owner may amend the Bidding Documents by issuing addendum.
- 8.2 Any such addendum/ amendment in form of "Corrigendum" shall be updated through mode of enquiry as mentioned in IFB Clause 4.0.
- 8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, Owner may, at its sole discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-clause 20.2.



C. PREPARATION OF BID

9. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Owner shall not be responsible OR liable for those costs, regardless of the conduct OR outcome of the bidding process.

10. Language of Bid

10.1 The Bid, all correspondence and documents relating to the bid exchanged by the Bidder and Owner, shall be written in English language.

10.2 In case any printed literature/supporting documents furnished by the Bidder in any other language, it shall be accompanied by an authenticated English translation of its pertinent pages and for purposes of the interpretation of the bid, the English translation shall govern.

11. Documents comprising the Bid

As defined in BDS.

12. Bid Prices

As defined in BDS.

13. Alternative Bids

Alternative bids shall not be considered.

14. Currencies of Bid & Payment

Bidder shall quote in Indian Rupees (INR) for all Goods including taxes & duties. No other currencies shall be acceptable for the bid.

Payment shall be made in Indian Rupees (INR) only.

15. Bid Validity Period



15.1 Bids shall remain valid for the period of **One Twenty (120) days** from the last date of bid submission (unless otherwise extended by Owner). A bid valid for a shorter period shall be rejected by Owner as non-responsive.

15.2 In exceptional circumstances, prior to the expiration of the bid validity period, Owner may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 16, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required OR permitted to modify its bid.

16. Bid Security (Earnest Money Deposit)

16.1 The Bidder shall furnish Bid Security (EMD) as part of its bid as specified in the ITB Clause 11 (Section-II)/BDS.

16.2 The Bid Security shall for the amount & currency specified in the IFB and shall:

- a) at the Bidder's option, be in the form of a bank guarantee from a bank in India as per details mentioned in the BDS;
- b) be substantially in accordance with one of the forms of Bid Security included in BDS, or other form approved by GSPL prior to bid submission;
- c) be payable promptly upon written demand by Owner in case the conditions listed in ITB Clause 16.5 are invoked;
- d) be submitted in its original form; copies will not be accepted; and
- e) **remain valid for a period of sixty (60) days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 15.1.**

16.3 Any bid not accompanied by a Bid Security in accordance with ITB Sub-clause 16.1, shall be rejected by Owner as non-responsive.

16.4 The Bid Security of;

- **Unsuccessful bidder during technical stage** shall be returned as promptly as possible upon completion of technical bid evaluation.



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

- **Unsuccessful Bidders in Commercial stage** shall be returned as promptly as possible upon issuance of the Contract / Letter of Award (Notification of Award).
- **Successful bidder** shall be returned upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 43.

16.5 The Bid Security may be forfeited upon occurrence of the following events;

- a) if a Bidder in breach of the condition in ITB Sub-Clause 15.1 withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-clause 15.2; OR.
- b) if the successful Bidder fails to:
 - i. To sign the Contract, within the specified period, in accordance with ITB Clause 30, or
 - ii. To furnish the required Performance Security Without prejudice to above, the Owner may require, the selected Bidder to extend the validity of the Bid Security until the Contract is duly executed and the Performance Security has been furnished by the successful Bidder to the Owner.

16.6 It is expressly clarified that forfeiture of the bid security is in the nature of damages on account of breach of the conditions under the ITB and shall be without prejudice to any other legal rights or remedy which the Owner might have either under the provisions of the Contract or the Applicable Laws.

16.7 Without prejudice to above, the Owner may require the selected Bidder and the selected Bidder shall, upon receiving the Notification of Award, extend the validity of the Bid Security until the Contract is duly executed and the Performance Bank Guarantee has been furnished by the successful Bidder to the Owner.

17. Format and Signing of Bid

17.1 The Bidder shall submit the documents comprising the bid as described in ITB Clause 11/BDS.

17.2 The original and all copies of the bid shall be typed OR written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

17.3 Any interlineations, erasures, OR overwriting shall be valid only if they are signed OR initialled by the person signing the Bid.



18. Compliance to Bid requirement

Evaluation of bid shall be finalized on the basis of details/ documents submitted by bidder in the bid at first instance, without raising any TQ/CQ for technical OR commercial/ financial clarifications. Owner expects bidder's compliance to requirement of bidding document without any deviation.



D. SUBMISSION OF BID

19. Bid Submission Procedure

19.1 The bidder should be registered on **GeM portal** (refer Section-IX).

19.2 Bidder shall submit their bid documents as listed in Section-X (Check list for bid submission) online through E-tender portal in respective sections/stages as mentioned below;

a) Bid fee, EMD & Technical documents: (Stage-I)

Soft Copy (Scan) of Bid fees, Bid Security (EMD), Technical bid documents, as may be applicable, shall be submitted through E-tender portal.

In case if Bid fees and/or EMD is DD/BG, as may be applicable, bidder to upload scan copy document and further, submit original document latest by the due date and time of bid submission to GSPL Bhavan (refer below address) in a sealed envelope mentioning Tender name, Tender No./ID, Document Details etc.

Kind Att.: Head - Procurement Dept.
Gujarat State Petronet Ltd (GSPL),
GSPL Bhavan, Plot No. E-18, GIDC Electronic Estate,
Sector-26, Gandhinagar-382028, Gujarat (INDIA)
Phone: 079-23268500

b) Price Bid/SOR: (Stage-II)

Bidder shall fill their price offer on E-portal and attach duly filled SOR in Price Bid section/stage.

If price bid submitted by bidder elsewhere other than price bid stage, the bid shall be rejected at any stage & shall not be considered for further bid evaluation.

If required by Owner, bidder to submit Hard copy bid documents upon Owner's request.

20. Deadline for Submission of Bids

20.1 Bid with supporting documents must be submitted no later than the date and time specified in IFB Clause 4.



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

20.2 Owner may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Late Bids

Owner shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 20.

22. Withdrawal, Substitution & Modification of Bids

22.1 A Bidder shall not modify a bid subsequent to its submission. No Bidder shall submit any modified price bid subsequent to the submission of the bid, except in circumstances specified by Owner in this regard in this document OR expressly called by Owner.

22.2 Any such revision of technical and price bids without Owner requesting the Bidder to do so will be summarily rejected and not considered in the bid evaluation.

22.3 No bid shall 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 Submission Form OR any extension thereof.

23. Material/ Service changes

Without prejudice to anything stated hereinabove, during the bid validity period, all Bidders shall forthwith furnish to Owner any fact OR circumstance newly occurred that may in any material/ service way alters the information provided by the Bidder in the Bid.



E. BID OPENING & EVALUATION

24. Confidentiality of Bidding Documents

24.1 Information relating to the examination, evaluation, comparison, post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders OR any other persons not officially concerned with such process until issuance of the Contract / Letter of Award.

24.2 If required by the Owner, Contractor shall sign a confidentiality agreement as per the terms and conditions stipulated by the Owner.

25. Contacting the Owner

25.1 Any effort by a Bidder to influence Owner in the examination, evaluation, comparison, and post-qualification of the bids OR contract award decisions may result in the rejection of its Bid.

25.2 Notwithstanding ITB Sub-clause 25.1, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact Owner on any matter related to the bidding process, it shall do so in writing.

26. Bid Opening

Bid shall be evaluated as mentioned below;

26.1 Technical Bid: (Stage-I)

Technical bid comprising of ~~Bid Fee~~ & Bid Security (EMD) and Technical documents shall be reviewed with reference to requirement set under IFB Clause 4 and ITB Clause 11.

26.2 Price Bid: (Stage-II)

Price bid shall be reviewed of those bidders whose technical bid meets the desired parameters as specified by the Owner.

Reverse Auction:



After price bid opening and evaluation, Reverse Auction amongst qualified bidders after eliminating H1 bidder (if 3 or less bidders qualified for RA, all bidders shall be allowed for RA) shall be carried out through e-auction portal.

27. Preliminary Examinations of Bids

27.1 Owner shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

27.2 Owner shall confirm that the following documents and information have been provided in the Bid. If any of these documents OR information is missing, the offer shall be rejected.

- a) Bid Fees & Bid Security, in accordance with ITB Sub-clause 11.1, as applicable;
- b) List of documents to be submitted by bidders, in accordance with ITB Sub-clause 11.2;
- c) Price Schedules, in accordance with ITB Sub-clause 11.3.

28. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, Owner may, at its discretion, ask any Bidder for a clarification/information/documents of its Bid. Any clarification/information/documents submitted by a Bidder in respect to its Bid and that is not in response to a request by Owner shall not be considered. Owner's request for clarification and the Bidder's response shall be in writing. No change in the prices OR substance of the Bid shall be sought, offered, OR permitted, except to confirm the correction of arithmetic errors discovered by Owner in the Evaluation of the bids, in accordance with ITB Clause 30. However, the Owner may at its sole discretion ask the bidder to submit missing / additional documents for the purpose of evaluation.

29. Responsiveness of Bids

29.1 Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material/ service deviation,



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

reservation OR omission. A material/ service deviation, reservation, OR omission is one that:

- a) affects in any substantial way the scope OR quality of the Goods and/or performance of the Services specified in the Contract; OR
- b) limits in any substantial way, inconsistent with the Bidding Documents, Owner's rights OR the Bidder's obligations under the Contract; OR
- c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids; OR
- d) if it does not satisfy the eligibility criterion specified; OR
- e) if the bidder take deviation to any of the following clauses of the Tender Document, their bid will be considered as non-responsive and rejected.
 - i. Payment Terms
 - ii. Bid Security
 - iii. Bid Validity
 - iv. Force Majeure
 - v. Performance Bank Guarantee
 - vi. Termination of Contract
 - vii. Penalty/ Liquidated Damages
 - viii. Warranty Period
 - ix. Scope of Work
 - x. Proforma of all Bank Guarantees
 - xi. Governing Law
 - xii. Settlement of disputes
 - xiii. Contract Period

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by Owner and may not subsequently be made responsive by the Bidder by correction of the material/ service deviation, reservation, OR omission. The Price Bid of non-responsive Bidders will be returned unopened.

30. Non-conformities, Errors & Omissions

30.1 Provided that a Bid is substantially responsive, Owner may waive any non-conformities OR omissions in the Bid that do not constitute a material/ service deviation.



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INSTRUCTIONS TO BIDDERS (ITB)

30.2 Provided that a bid is substantially responsive, Owner may request that the Bidder submit the necessary information OR documentation, within a reasonable period of time, to rectify non-material, non-conformities OR omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive and the Price Bid has accordingly been opened, Owner shall correct arithmetical errors on the following basis:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of Owner there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is a discrepancy between the tax rate mentioned by the Bidder and the amount of tax that is obtained by multiplying the value by the tax rate, the mentioned tax rate shall prevail and the amount of tax shall be corrected;
- c) if there is an error in a total corresponding to the addition OR subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
- e) If there is discrepancy between figures mentioned in Summary and individual schedule, figures mentioned in individual schedule shall prevail.
- f) If there is a discrepancy in HSN/SAC code required by the GST Act.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

30.5 It is further specifically clarified that (for the purpose of evaluation) only arithmetical errors as specified above shall be corrected and erroneous positions of law shall not be corrected. The bids shall be evaluated on the basis of positions of law adopted by the



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

Bidder. Any adverse implications arising from the erroneous positions of law shall be borne by and be to the account of the Bidder and not Owner.

31. Conversion to Single Currency

Bidder to quote in INR only.

32. Domestic Preference

Domestic Competitive Bidding Process.

33. Evaluation of Bids

33.1 GSPL shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 Evaluation shall be done strictly pursuant to ITB Clause 33.3 and shall supersede any other clause, if any regarding evaluation elsewhere in the bidding document.

33.3 To evaluate a Bid, GSPL shall consider the following:

- a) Line item wise/ section wise evaluation shall be done overall Cost to Company basis;
- b) the Bid Price including the total quantum of indirect taxes which is included in the price schedule with respect to the supply chain directly between the Bidder and GSPL;
- c) In case of foreign bidder, quantum of GST payable by GSPL directly to the Government shall be added to the Bid Price for bid evaluation and the GST liability shall be discharged by the owner;
- d) the total quantum of indirect taxes which is available as input credit to GSPL, as per the price schedule proposed by the Bidder, shall be reduced from the Bid Price for bid evaluation;
- e) price corrections due to arithmetic errors in accordance with ITB Sub-clause 30.3;
- f) GSPL's evaluation of a bid will exclude and not take into account, any allowance for price revision during the period of execution of the contract, if provided in the bid.



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INSTRUCTIONS TO BIDDERS (ITB)

33.4 GSPL's evaluation of a Technical Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 12. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and/or Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids as per price bid quoted.

33.5 The methodology of evaluation to determine the lowest-evaluated bid is specified in ITB Clause 33.2.

34. Comparison of Bids

Owner shall compare all substantially responsive bids, in accordance with ITB Clause 33 & ITB Clause 26 (Price bid), to determine the lowest-evaluated bid on the basis of the lowest effective cost to Owner. Price bids of only technically compliant Bidders shall be opened.

35. Post Qualification of the Bidder

35.1 Owner shall have the right to determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily based on its current order book.

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11.

35.3 The determination will take into account the Bidder's financial, technical and production capabilities, in particular the Bidder's contract work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder and its proposed vendor(s) qualification(s) submitted by the Bidder in to the bid as well as such other information as Owner deems necessary and appropriate for determination of the capabilities of the bidder to carry out the proposed Contract.

35.4 A negative determination shall result in disqualification of the bid, in which event Owner shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

36. Owner's right to Accept any Bid and to Reject any OR all Bids

36.1 It is expressly clarified that 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



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

obligation to inform the affected Bidder OR Bidders of the grounds for Owner's action. Such rejection will not subject Owner to any claim, including a claim for reimbursement of costs incurred by any such Bidder in the preparation of its Bid.

36.2 Notwithstanding anything to the contrary, Owner reserves the right to select any bid and award the Contract to any Bidder(s) irrespective of the price quoted by the bidder(s). Owner's decision shall be final and shall be binding on all the Bidders.

36.3 Owner reserves the right to disqualify any bidder at any stage of the tendering process and reject the bid in case: (1) in the opinion of Owner, the performance of the bidder was / is not satisfactory with respect to the past OR the ongoing contracts being performed by the bidder (e.g. failure to deliver services in timely manner, issue with respect to quality of services, failure to fulfill the obligations under the Contract etc.); OR (2) there is any adverse finding OR information with respect to financial creditworthiness of the bidder; OR (3) any information has come to the knowledge of Owner with respect to the bidder (e.g. concurrent assignments, Contracts in hands of the bidder, involvement of the bidder in any litigation against Owner etc.) which Owner deems it appropriate to consider for determining the suitability of the bidder for the Purpose of the Contract. The decision of Owner in this regard shall be final and binding on the bidder.

37. Other Rights of the Owner

Notwithstanding anything to the contrary contained in this Bidding Document, Owner reserves the right, in its absolute discretion without liability, at any stage during the bid process, to:

- ✓ Require additional information from any Bidder;
- ✓ Vary the terms and conditions of this Bid Document irrespective of whether such variation is to the benefit OR detriment of any OR all of the Bidders;
- ✓ Terminate further participation of any Bidder in the bidding process;
- ✓ Change the structure and timing of the bidding schedule;
- ✓ Accept OR reject any Bid, without the obligation to give any reasons;
- ✓ Not provide Bidders any reasons for any actions OR decisions it may take including in respect of the exercise by Owner of any OR all of the above mentioned rights; and



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

- ✓ Take such other action as it considers, in its absolute discretion, appropriate in relation to the bidding process.



F. AWARD OF CONTRACT

38. Award Criteria

As defined in BDS.

39. Owner's right to vary quantities at the time of Award

As defined in BDS.

40. Notification of Award

Prior to the expiration of the period of bid validity, Owner will notify the successful bidder in writing by issuing Letter of Award and/or Purchase Order that their bid has been accepted. Issuance of the Letter of Award OR Purchase Order, whichever is earlier, by Owner will constitute the formation of a Contract.

Contractor shall proceed to start the work immediately from the date of commencement mentioned in Notification of Award. Two (2) months' time period shall be given for the commencement of services from the date of Notification of Award.

41. Signing of Contract

Within seven (7) days of the Notification of Award, the successful Bidder shall sign, date, and return it to Owner.

42. Repeat Order

As defined in BDS.

43. Performance Bank Guarantee

43.1 The Successful bidder shall have to submit performance bank guarantees for the Amount/Percentage mentioned in BDS, strictly in the prescribed format provided under Bid Forms in this document. The Performance Bank Guarantee shall be in one of the forms of an irrevocable, unconditional, first demand, replenishable bank guarantee provided in the bidding documents, as stipulated by Owner in the Contract.

43.2 The Performance Bank Guarantee shall be denominated in INR.



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

43.3 In absence of submission of PBG within stipulated timeframe, the Owner at its sole discretion reserves the right to retain the entire amount of PBG from Running Account bills as Retention Money, till submission of requisite PBG OR till the PBG validity period, whichever is earlier.

Any credit loss to Owner due to non-submission of PBG shall be accountable to the bidder.

43.4 Bidder shall submit Performance Bank Guarantee (PBG) from any of the banks listed under BDS Clause 11.

43.5 Failure of the successful Bidder to submit the above-mentioned Performance Bank Guarantee OR sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security without prejudice to all other legal rights of Owner under the Contract OR to Applicable Laws to recover all other loss, damages, claims incurred OR suffered by Owner in such consequences. In that event, Owner may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by Owner to be qualified to perform the Contract satisfactorily.

43.6 The Bank Guarantee shall be invoked and full amount shall be forfeited in the following circumstances;

- i. If the successful bidder fails to execute the awarded work.
- ii. If the successful bidder fails to honour OR execute the Contract Agreement/PO OR perform any of its obligations, responsibilities, commitments under the Contract OR in respect of any amount due from Contractor to Owner.

The proceeds of the Performance Bank Guarantee shall be payable to Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract till the expiration of the Contract period.

Contractor shall guarantee satisfactory workmanship for all the services which shall be fit for the purpose carried out by him till defect liability period/ warranty period. If during that period, the workmanship is found to be defective, Contractor shall at his own expense, rectify such defects on top most priority, within the mutually agreed period and without any delay.



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

43.7 The EMDs of the successful bidder shall be refunded only after submission of performance bank guarantee in acceptable form to Owner.

43.8 In case of extension of completion period, Contractor shall be required to extend the Performance Bank Guarantee for an appropriate period of time as per contractual requirements.

43.9 In case, GSPL allows additional time for submission of PBG beyond the contractual due date, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable beyond the contractual due date) plus 4.0% p.a. (on PBG amount) shall be charged for delayed period. Further, equivalent amount of PBG value shall be withheld from the due payment/invoice(s) and same shall be released upon submission of requisite PBG."

44. Order of Precedence

In the event of any ambiguity OR conflict between the Bidder/ Contractor and Owner, for Order of Precedence, Contract Documents are listed as below;

- a) Notification of Award
- b) Bid and Price Schedules
- c) Special Conditions of Contract
- d) General Conditions of Contract
- e) Bid Data Sheet
- f) Instructions to Bidders
- g) Technical Specifications, Make, Drawings, Data Sheets etc., as may be applicable
- h) *Any other documents attached in tender.*

45. Composite Scheme of Amalgamation and Arrangement

"Notwithstanding anything to the contrary contained in this Tender Document, each of the Bidder acknowledges and agrees as follows:

- a) the Board of Directors of Gujarat State Petronet Limited ("GSPL") has, on 30th August 2024, approved a Composite Scheme of Amalgamation and Arrangement (hereinafter referred to as "the Scheme");
- b) Pursuant to the Scheme, inter-alia, GSPL shall amalgamate with Gujarat Gas Limited ("GGL") and Gas Transmission Business shall demerge into GSPL Transmission Limited ("GTL") and as a result of such amalgamation and demerger, any work or order awarded



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

pursuant to this Tender and any LOI / LOA / Contract executed between the Bidder and GSPL shall stand novated in favour of GTL upon the Scheme becoming effective;

- c) In the event the Scheme becomes effective while the technical or commercial evaluation or while award of work under the Tender is still under progress, the balance steps towards completing technical or commercial evaluation as also the award of work order LOA under the Tender may be completed by GTL at its discretion.”



SECTION-III

BIDDING DATA SHEET (BDS)



SECTION-III

BIDDING DATA SHEET (BDS)

The following bid-specific data for the Scope of Work under the Contract shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Clause Reference	Details		
C. BID OPENING & EVALUATION			
ITB Clause 11	Documents comprising the Bid The Owner invites bid under Single stage two-part bid system for the entire Scope of Work covered under the bidding document. All Bids are to be completed and submitted to the Owner in accordance with the Bid submission procedure set-forth in the bidding documents (Section-X). The Bid shall comprise of following documents; 1) <u>Technical Bid:</u> a) <u>Bid fees & Bid Security (EMD):</u> <i>(as may be applicable)</i> - The Amount of Bid fees & Bid Security (EMD), as may be applicable to be furnished as per IFB Clause 4. - The Bid Security (EMD) shall be valid for sixty (60) days beyond the Bid validity period as specified in ITB Clause 16 (Section-III). However, Bidders shall extend the validity of the Bid Security (EMD) based on Owner's request until the Contract is duly awarded to the successful Bidder by the Owner. - Owner shall not be liable to pay any bank charges, commission OR interest on the amount of Bid Fees/ Bid Security (EMD). Bid Security/EMD (refundable) to be furnished in form of DD/Electronic fund transfer/Bank Guarantee. Demand Draft in favour of "Gujarat State Petronet Ltd." payable at "Gandhinagar". OR Electronic fund transfer: (Account details is provided herewith). <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Account Name</td><td style="width: 50%;">GUJARAT STATE PETRONET LIMITED</td></tr> </table>	Account Name	GUJARAT STATE PETRONET LIMITED
Account Name	GUJARAT STATE PETRONET LIMITED		



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BIDDING DATA SHEET (BDS)

COMPANY ADDRESS	POSTAL	GSPL Bhavan, Plot No E-18, GIDC Electronic Estate, Sector – 26, Gandhinagar – 382026
PHONE NO.		+91 79 23268691
E-MAIL ADDRESS		ketanp@gspc.in
CONTACT PERSON NAME		Mr. Ketan Patel
DESIGNATION		Sr. Officer (F& A)
BANK NAME		ICICI BANK LTD
BANK BRANCH NAME		JMC House, Ambawadi Ahmedabad
CENTRE (LOCATION)		Ahmedabad
BANK ADDRESS		JMC House, Opp. Parimal Garden, Off C G Road, Ahmedabad-380006
IFSC / RTGS / NEFT CODE		ICIC0000024
BANK ACCOUNT NO.		002405017674
BANK ACCOUNT TYPE		CURRENT ACCOUNT
PAN NO. of GSPL		AABCG1812E
TAN NO. of GSPL		AHMG01428A
GST NO. of GSPL		24AABCG1812E1ZB

Note:

- If the bidder submits the bid fees through electronic transfer, the bidder shall inform GSPL within three (3) days of such fund transfer along with the NEFT/RTGS details to the mail ketanp@gspc.in and ripal.p@gspc.in
- Please Mention Bid Fees/ Bid Security (EMD), Tender Name & Tender no. as a reference in fund transfer document.

OR

Bank Guarantee as per the format enclosed in Section-VII, in favour of “Gujarat State Petronet Ltd.” furnished from following Banks Only.

1	All Nationalised Banks	12	ICICI Bank
2	Axis Bank	13	IDBI Bank
3	Bandhan Bank	14	IDFC First Bank
4	Barclays Bank	15	Jammu And Kashmir Bank
5	City Union Bank	16	Karnataka Bank
6	CSB Bank	17	Karur Vysya Bank
7	DBS Bank India Limited	18	Kotak Mahindra Bank
8	DCB Bank	19	South Indian Bank
9	Federal Bank	20	Standard Chartered Bank



SECTION-III

BIDDING DATA SHEET (BDS)

10	HDFC Bank	21	Tamil Nadu Mercentile Bank
11	HSBC Bank	22	Yes Bank

Issuance of Bank Guarantees shall be confirmed directly to the Owner. The BG for Bid Security (EMD) shall be valid for **sixty (60) days beyond the Bid Validity**.

Bidder shall be eligible for exemption from payment of EMD under the policy i.e. Gujarat State Procurement Policy-2024 issued dt 14.03.2024. Bidders participating in the tender must submit the relevant documents (along with primary bid) to get exemption under any of the above policy; otherwise bidder shall not be eligible for exemption for EMD. Accordingly, bidder shall be Micro or Small enterprise and shall have valid NSIC/CSPO valid registration certificate as supporting document for exemption.

In lieu of the EMD/Bid Security exemption; all eligible bidder shall submit duly signed & stamped "Bid Security Declaration" as attached in Section-VII Forms & Procedures accepting that (1) if they withdraw OR modify their bid during the period of validity; OR (2) if after award of contract, they fail to sign the Contract; OR fail to submit the performance security / PBG before the deadline defined in the contract, they will be suspended / put on holiday for the period of three (3) years. This suspension/holiday shall be automatically without conducting any enquiry.

b) Technical bid documents:

Bidder shall furnish Technical documents in accordance with "Check list for bid submission" (Section-X).

2) Price bid:

The Bidder shall furnish the Price Schedules in prescribed Price Bid format according to their origin as appropriate, referring the SOR furnished in Schedule of Rates/ Price Bid Format (Section-VIII).

**ITB Clause
12**

Bid Prices:

12.1 All Prices, Taxes, Duties, Levies etc. shall be quoted strictly in the "Price bid Format" in a manner as indicated in preamble of price bid format and ITB Clause 11.3 here above.



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12.2 The price to be quoted in the Price Schedules shall be the total price of the bid.

12.3 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms (Incoterms 2010 OR latest version to be followed), published by The International Chamber of Commerce.

12.4 Prices shall be quoted as specified in Price Bid Format/ SOR (Section-VIII):

12.4.1 While indicating the Bid Price, the following points must be factored.

- i. Bid prices for each of the above activities will be inclusive of all taxes, duties, levies and charges payable whether under Central, State OR Local laws applicable in India as well as those leviable outside India. All insurance costs of the Bidder shall be included.
- ii. All indirect taxes leviable on the transaction between the Bidder and Owner shall be separately indicated while arriving at the Bid price. In addition, the rate of tax so applied in computing the aforementioned taxes must also be specifically indicated.
- iii. It must be clearly understood that the Bid Price comprises of the base value and the taxes thereon and such taxes must be clearly quantified as per format referred to above.
- iv. The bidder is required to submit the GST registration certificate wherever GST (CGST & SGST OR UTGST OR IGST) is applicable.
- v. Bid price attributable towards supply of goods & services and shall be separately indicated in the format prescribed in price schedule.
- vi. GST (CGST & SGST OR UTGST OR IGST) on the transaction between the Bidder and the Owner shall be separately indicated while arriving at the Bid price. In addition, the rate of GST (CGST & SGST OR UTGST OR IGST) so applied in computing the aforementioned GST (CGST & SGST OR UTGST OR IGST) must also be specifically indicated.
- vii. For payment of GST (CGST & SGST OR UTGST OR IGST), the Bidder shall be required to mention the required eight digit HSN/ six digit



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SAC under which the Bidder would discharge its GST (CGST & SGST OR UTGST OR IGST) liability. Further, the Bidder shall be required to charge GST (CGST & SGST OR UTGST OR IGST) at rate as applicable on the value of supply of goods/services, as identified in the price schedule.

12.4.2 Notwithstanding anything contained hereinabove-

- i. GST (CGST & SGST OR UTGST OR IGST) forming part of the bid price (and specifically listed in the price schedule and applicable on the transaction directly between the Contractor and the Owner), would be paid by the Owner on submission of documentary proof of payment of such tax. Such payments towards GST (CGST & SGST OR UTGST OR IGST), would be made by the Owner on a gross basis i.e. full payment of the amount of GST (CGST & SGST OR UTGST OR IGST) indicated in the invoices raised by the Contractor and within the limits indicated in the price schedule, subject to the Contractor issuing a declaration at the time of submission of the bid stating that the available input credits have been duly factored by the bidder in quoting the bid price.
- ii. Each party, hereby agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expenses OR damage suffered OR incurred by it, by reason of its failure to pay taxes, duties, levies, cesses, imposts, fees etc. which it is obliged to pay pursuant to the provisions of the above clauses and/ OR arising out of its failure to comply with its obligations under such clause.
- iii. The Bidder shall issue proper invoice as stipulated under the GST act to enable the Owner to avail the credit of such taxes, wherever applicable, paid by the Bidder. However, if Owner is not able to avail the credit due to issuance of defective invoice by Bidder, OR issuance of invoice not capturing the requirement necessary to enable Owner to claim tax credit then Bidder shall immediately indemnify Owner for such loss of tax credit, which would be otherwise available to Owner. Owner will in its sole discretion decide to recover such loss by way of deduction from payment due to the Supplier OR invoking the Performance Bank Guarantee.



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- iv. The Owner would deduct taxes at source as per the laws applicable in India with the central level OR the State level.
- v. In the event of any Change in Tax Law (as defined in GCC Clause 1), which results in increase in contract value through increased liability of GST (CGST & SGST OR UTGST OR IGST) OR introduction/enactment of any new indirect tax, the Bidder shall be covered for any such increased cost by the Owner subject to the production of documentary proof to the satisfaction of the Owner to the extent which is attributable to such change OR amendment as mentioned above.
- vi. Such adjustment shall be limited to direct transactions between the Owner and the Bidder and no amounts shall be payable on procurement of raw materials, intermediary components etc. by the Bidder.
- vii. In the event of a Change in Tax Law (as defined in GCC Clause 1), which results in reduction in contract value through reduced liability of GST (CGST & SGST OR UTGST OR IGST), the Bidder shall pass on the benefits to the Owner for any such reduced cost. In such cases, the restriction indicated above (ITB Clause 12.4/b(v)) would apply mutatis mutandis.
- viii. The terms EXW, C&F, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Course Albert 1^{er}, 75008 Paris, France.
- ix. Unit prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, except for variations arising due to quantity adjustments for any amendments to the Scope of Work instructed by the Owner after approval of the drawings for construction as per Bid Documents and Technical Specifications OR for circumstances indicated in the Bid Data Sheet following the methodology indicated in the SCC and subject to variations/ limits that are required to be absorbed by the bidder and subject to the price revision mentioned under GCC Clause 12 (Section-IV) in this



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regard.

- x. Owner shall not separately be liable to the Bidder for any port dues OR similar charges, quay charges, berth charges, shipping, handling charges, wharf fees, demurrage, any incidental charges including penalties and fines on account of delays of clearance of materials and goods OR any other reasons whatsoever, all of which should be factored in the scope and price under the Onshore service scope.
- xi. Bidder shall be responsible and liable for any adverse implication on Bid Price OR additional payment of such Customs Duties OR delay in performance of the Contract on account of any high seas sale of Goods made by Bidder to Owner in respect of Offshore Supplies. Any incremental cost arising on account of the above shall be to the account of the Bidder.
- xii. The Bidder shall exercise due diligence in proper classification of Goods and payment of Customs Duties. In case Owner is exposed to any penal action (additional duty, interest and/or penalty etc) by the customs authorities for incorrect declaration and/or valuation of the Goods OR Owner is of the opinion that excess Customs Duties have been paid by the Bidder than what would have been payable, for any reason attributable to the Bidder, such excess amount would be to the account of the Bidder and would not be reimbursed by Owner. Consequently, any such increased duties, if any paid/payable by Owner and not borne by the Bidder upfront shall lead to corresponding reduction from Bidders price/invoice, without the Bidder having any right to contest OR dispute such action of Owner.
- xiii. The Bidders shall familiarize themselves with respect to taxes in India including the aspect that GST is not levied on sales affected in the course of import.
- xiv. All taxes and duties forming part of the Bid Price (and specifically listed in the price schedule and applicable on the transaction directly between the Bidder and Owner), would be paid by Owner on submission of documentary proof of payment of such taxes. Such payments towards taxes, would be made by Owner on a



gross basis i.e. full payment of the amount of taxes indicated in the invoices raised by the Bidder but in any event not to exceed the amount of such taxes indicated in the Price Schedule subject to the Bidder issuing a declaration at the time of submission of the bid stating that the available input credits have been duly factored by the Bidder in quoting the Bid Price.

- xv. Each party, hereby agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expenses OR damage suffered OR incurred by it, by reason of its failure to pay taxes, duties, levies, cesses, imposts, fees etc. which it is obliged to pay pursuant to the provisions of the above clauses and/ OR arising out of its failure to comply with its obligations under such clause.
- xvi. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the RFP. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 29.
- xvii. If so indicated in ITB Sub-clause 1.1, bids are being invited for material/ services, prices quoted shall correspond to 100% of the items/ services specified Schedule of Rates.

E. BID OPENING & EVALUATION**ITB Clause
38****Award Criteria**

38.1 Subject to ITB Clause 29, Owner will award the contract to the successful Bidder for respective tenders whose bid has been determined to be substantially responsive and to be the lowest evaluated price bid, further provided that the Bidder is determined to the full satisfaction of the Owner to be qualified and capable on the date of award of the contract to perform the contract satisfactorily in all respects. The Owner shall prior to the issuance of the Notification of Award to the successful Bidder, at its discretion, evaluate / assess the Bidder to analyse whether the Bidder is competent, capable and in a position to perform the Work in terms of the Bidding Document.

38.2 Owner reserves the right to negotiate with the successful bidder and if negotiations with the selected party fail, Owner may proceed to negotiate with

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	the next lowest Bidder.
ITB Clause 39	Owner's right to vary quantities The quantity mentioned in SOR is indicative and for evaluation purpose only. Owner may vary the quantity before issuance of Notification of Award.
ITB Clause 42	Repeat Order Not Applicable.
ITB Clause 43	Performance Bank Guarantee The successful bidder (i.e. Contractor / Supplier) shall have to submit an irrevocable Performance Bank Guarantee equivalent to the 10% of the Awarded Annual Contract Value (incl. GST) within thirty (30) days from the date of issuance of Notification of Award in the prescribed format towards timely completion/ execution and performance of the Contract. Performance Bank Guarantee shall be valid till Three (3) months beyond the Contract Period i.e. 60 months for execution period + 03 months Claim Period (GCC Clause 52). Further, PBG Amount (10% of the Annual Contract Value incl. GST) shall remain firm and maintain throughout the Contract Period unless the annualized cost has +20% cost impact wrt awarded annual contract value for which amended PBG to be submitted by Contractor. Note: Due to E-portal limitation for selection of PBG Value/Amount, "5% of the Contract Value including GST" is captured in the e-tender portal. However, it shall be applicable as "10% of annual contract value including GST" as defined above.

NOTE: Anything contrary observed in e-tender bid creation document and ATC, the ATC shall supersede the term.



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)



1. Definitions

Unless the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

- **“Actual delivery of goods” OR “Actual rendering of services”** shall mean the physical delivery of goods and/or rendering of services, as the case may be, along with submission of the relevant documents as specified in tender document and proper Invoice by the Contractor to GSPL.
- **“Agency” OR “Contractor” OR “Supplier” OR “Vendor”** shall mean the bidder to whom the Notification of Award has been issued by the Owner.
- **“Applicable Laws”** shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, consent, license, approval, permit, judgment, court order, treaty OR any interpretation thereof by any Governmental Authority OR Person acting under the authority of any Governmental Authority in India, as may be in force and effect during the subsistence of the Contract.
- **“Applicable Permits”** means any and all permits, clearances, authorizations, consents, licenses (including without limitation project import registrations), lease, exemption, filing, agreements, OR approvals, required to be obtained OR maintained by the Contractor OR the Owner, as the case may be, in connection with their respective obligations under the Contract.
- **“Approved”** shall mean approved in writing including subsequent written confirmation of previous verbal approval and **“Approval”** means approval in writing including aforesaid.
- **“Arbitration Act”** shall mean the Arbitration and Conciliation Act, 1996 as applicable in India and (OR any enactment/amendment replacing/amending such Arbitration Act) and rules and regulations made there under.
- **“Basic Contract Value” OR “Basic Contract Price”** shall mean the payable amount excluding GST to the Contractor under the Contract for the full and proper performance of his entire contractual obligations.
- **“Bid”** means, the offer submitted by the Bidder against this Bidding Document.
- **“Bidder”** means a Bidder that has submitted a bid to the Owner, in relation to tender.



- **“CIF”** means “Cost, Insurance & Freight” as per INCOTERMS 2010.
- **“Change in Tax Law”** shall mean any of the following events, which become effective after the date for submission of the price bid for the Contract,
 - ✓ enactment of any new tax law in India;
 - ✓ Modification OR repeal of any Applicable Taxes in India;
 - ✓ any change in the interpretation OR enforcement of any tax laws
 - a) by Government of India OR State Government OR local authority via issuance of circulars/ clarifications by Governmental Authority;
 - b) any court OR tribunal having final authority with regard to the issue in question
 - ✓ increase OR decrease in the rate of taxes in force on the date of the bid submission;
 - ✓ The revocation OR cancellation of any Applicable Permit unless due to a cause attributable to the Contractor. For the purpose of this Sub-clause the term “cause” means any fact OR circumstance, including without limitation any default, neglect OR failure to abide by any of the terms and conditions of such Applicable Permit
 - ✓ Change in the basis of computation of taxes in force on the date of the bid submission but shall not include any court order having an impact (otherwise than as specified above) on the pricing of the obligations to be executed under this Contract
- **“Change in Applicable Law”** shall mean any of the following events, which become effective after the date for submission of the price bid for the Contract,
 - ✓ enactment of any new law in India;
 - ✓ modification OR repeal of any Applicable Law in India;
 - ✓ Any change in the interpretation OR enforcement OR validity of any Applicable Law with prospective, retrospective OR immediate effect provided that “Change in Applicable Law” shall not include any “Change in Tax Laws”.
- **“Completion”** means the fulfilment of the work by the Contractor in accordance with the terms and conditions set forth in the Contract.



- **“Completion Certificate”** shall mean the certificate to be issued by the Officer-in-charge OR its Authorized representative when the works have been completed in accordance with the contract and to the satisfaction of Officer-in-Charge OR its authorized representative.
- **“Consultant”** OR **“Architect”** shall mean the person OR firm OR body corporate appointed by the Owner for the purpose of providing services/ for the execution of work as determined by him in connection with this Project.
- **“Contract”** means issuance of Notification of Award and documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- **“Contract Documents”** means the documents listed in the Contract Agreement and/or the LOA and/or PO including Tender documents and any amendments thereto.
- **“Contract Period”** means time period specified by the Owner in tender documents for the completion/ execution of work including till the completion of Defect Liability Period, if any.
- **“Contract Value”** OR **“Contract Price”** shall mean the price payable to the Contractor under the Contract for the full and proper performance of his entire contractual obligations.
- **“Contractor’s Representative”** means any person nominated by the Contractor and approved by the Owner perform the duties delegated by the Contractor.
- **“Contractor’s Equipment”** means any and all plant, facilities, equipment, implements, supplies, structures, material, machinery, tools, apparatus, appliances OR things of every kind required in OR purchased, rented OR furnished for OR in connection with installation, completion and maintenance of facilities and not constituting Plant and Equipment.
- **“Day”** means a calendar day.
- **“Day of acceptance”** and **“Day of deemed acceptance”** means the day of actual delivery of goods and/or the rendering of services by the Contractor to the Owner and receipt of Invoice. However, if the objection is made in writing by the Owner to Contractor regarding acceptance of goods OR services within fifteen (15) days of actual delivery of goods and/or the rendering of services “the day of acceptance” would be the day on which such objection is removed by the Contractor.



- **"Defect Liability Period" OR "Warranty Period"** means the period of validity of the warranties and guarantees given by the Contractor commencing at Completion of the Facilities OR a part thereof by the Owner, during which the Contractor is responsible for defects with respect to the Facilities (OR the relevant part thereof).
- **"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.
- **"Effective Date"** shall be the date of issuance of Letter of Award OR Purchase Order whichever is earlier by Owner".
- **"Facilities"** means the associated material/ goods/ set-up/ activities of works/ services to be provided/ executed by the Contractor in accordance with the Scope of Work, Contract and tender documents.
- **"Fees"** means the amount of money to be paid to the Consultant/ Contractor by the Owner for Services rendered by the Consultant/ Contractor to the Owner.
- **"Gas"** shall mean natural gas.
- **"Governmental Authority"** shall mean, the government (central, state and local) OR any ministry, directorate, department OR political subdivision thereof and any Person exercising executive, legislative, judicial, quasi-judicial, regulatory OR administrative functions of OR pertaining to government OR law OR any other governmental entity, instrumentality, agency, authority, corporation, committee OR commission under the direct OR indirect control of any such government in India.
- **"Goods" OR "Material"** shall mean articles, equipment, design, drawings, data and other property to be supplied by the Contractor complete the Scope of Work under the Contract.
- **"Good Industry Practice"** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally expected internationally from a skilled and experienced Contractor undertaking the same type of procurement and would include the application of best practices in the performance of the obligations by the Contractor in accordance with this Contract, Applicable Laws, reliability, safety, environment protection, economy and efficiency.
- **"Gross Negligence"** shall mean (i) the failure to perform a manifest duty, in reckless disregard of OR wanton indifference to the consequences to the life, health, safety OR



property of another; OR (ii) any act OR failure to act which, was in reckless disregard of OR wanton indifference to the consequences to the life, health, safety OR property of another.

- **"Indirect Taxes"** means all forms of taxation, duties, fees, imposts, cess, deductions, levies and charges including (but without limitation) tax on sale of goods which includes but not limited to GST (SGST/CGST OR UTGST OR IGST), customs and other import and export duties, Building and other Construction Workers' Welfare Cess OR other similar amounts (but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty OR any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees) and any interest, surcharge, penalty OR fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above, in India.
- **"Local Office"** is Office set of Contractor near to GSPL Corporate office.
- **"Losses"** means all costs, damages, liabilities settlements, fines, penalties and expenses (with respect to actions, suits, demands, causes of action, claims OR investigations incurred) by an indemnity in connection with an event to which it is entitled to indemnification under the Contract.
- **"Man-day"** means the period of deployment of Contractor's one person for eight (8) hours working during a calendar day.
- **"Man-month"** means the period of 26 Man-days.
- **"Mobilization"** means the mobilization of equipments, utensils, consumables, manpower etc. for the execution of project.
- **"Month"** means the period of one month according to the Gregorian calendar commencing with any day of the month.
- **"Notification of Award"** shall mean the notification by the Owner to the successful Bidder in writing by issuance of a Letter of Award (LOA) OR Purchase Order (PO), whichever is earlier, sent by registered post/Courier service OR by fax, (fax shall to be confirmed in writing by registered post/ reputed courier service), that its bid has been accepted. The Notification of Award will constitute the formation of the Contract.
- **"Owner" OR "Purchaser"** means Gujarat State Petronet Ltd (GSPL) having its registered office at GSPC Bhavan, Sector-11, Gandhinagar, Gujarat.



- **"Officer-in-charge"** 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.
- **"Party"** means any one of the Owner OR the Contractor and **"Parties"** means both Owner and Contractor. **"Third Party"** means any other person OR entity as the context requires.
- **"Project Office"** is an Office set up by Foreign Contractor with required registration with RBI (Reserve Bank of India), ROC (Registrar of Company) & other tax authorities in India as applicable (applicable to Foreign Bidder Only).
- **"Purchase Order"** OR **"Work Order"** shall mean the Order issued by the Owner to the successful Bidder.
- **"PNGRB Act"** shall mean Petroleum and Natural Gas Regulatory Board Act, 2006 and includes all rules, regulations, standards notified there under (and any enactment/ amendment replacing/ amending such PNGRB Act).
- **"PMC"** shall mean GSPL appointed Project Management Consultant, as may be applicable, to carry out the Scope of Work defined herewith.
- **"Plant and Equipment"** means any and all permanent plant, equipment, machinery, line pipe, apparatus, articles and things of all kinds to be provided for incorporation OR intended to be incorporated (whether later incorporated in the Facilities, surplus OR otherwise) in the Facilities OR to be used in the maintenance and operation thereof by the Contractor under the Contract (including the spare parts to be supplied by the Contractor), but does not include consumables, Contractor's Equipment and materials used for civil, building and other construction works under the Installation and Construction services.
- **"Site"** means the lands and other places on, under, in OR through which the supply, services and other related work in relation to the Contract are to be provided and any other lands OR places provided by the Owner for the purpose of the Contract.
- **"Site Office"** is Office set up provided Contractor during execution phase of Project.
- **"Specification"** shall mean all directions, Various technical specifications, provisions, land requirements attached and referred to in contract documents which pertain to the method and manner of performing the work OR works, to the quantities and qualities of the work OR works and the materials to be furnished under the contract for the work(s), as may be amplified OR modified by the Owner OR Engineer-In-Charge during the



performance of the contract in order to provide the unforeseen conditions OR in the best interests of the work OR works. It shall also be include the latest edition of relevant Indian Standard Specifications and code including all addenda/corrigenda published before acceptance of bid.

- **“Sub-contractor”** OR **“Sub-supplier”** shall mean any person OR firm OR company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Officer-in-charge and the legal representatives, Successors and permitted assignees of such person, firm OR company.
- **“Supervisor”** shall mean the person deployed by the Contractor for control & supervision of the work of his workforce, as per the Scope of Work mentioned and to receive instructions from Officer-in-charge appointed by Owner OR his representative.
- **“Successful bidder”** means the bidder selected by the owner for discussions relative to the possible award of the Contract.
- **“Successful Completion”** OR **“Successfully Completion”** means the fulfilment of the Scope of Work by the Contractor in accordance with the terms and conditions set forth in the Contract and issuance of Completion Certificate by the Officer-in-Charge/ Consultant when the works have been completed in accordance with the contract and to the satisfaction of Officer-in-Charge.
- **“Wilful Misconduct”** means intentional disregard of good industry practice OR Applicable Laws, OR the requirement of the Contract with knowledge that it is likely to result in any injury to any person OR persons OR loss OR damage of property of the Owner.
- **“Work”** shall mean supply of Goods/ Materials/ Execution of services/ Supply of material & execution of services, by the Contractor for and in relation to the facility and includes the detailed Scope of Work mentioned in this document and/or forming part of the Contract.
- **“Working Day”** means any day which is not declared to be holiday OR rest day by the Owner.

2. Interpretations

2.1 If the context so requires it, singular means plural and vice versa.

2.2 Incoterms



- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms (Incoterms 2010 OR latest edition shall be applicable).
- b) The terms EXW, CIP, CIF, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the latest edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

2.3 Entire Agreement

The Contract constitutes the entire agreement between Owner and the Supplier concerning the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written OR oral) of the parties with respect thereto made prior to the date of Contract.

2.4 Amendment

No amendment OR other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.5 Non-waiver

- a) Subject to GCC Sub-clause 2.5(b) below, 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, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent OR continuing breach of Contract.
- b) Any waiver of a party's rights, powers, OR remedies under the Contract must be in writing, 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.

2.6 Severability

If any provision OR condition of the Contract is prohibited OR rendered invalid OR unenforceable, then such prohibition, invalidity OR unenforceability shall not affect the validity OR enforceability of any other provisions and conditions of the Contract.



2.7 Independent Supplier

The Supplier shall be an independent Supplier performing the Contract. The Contract does not create any agency, partnership, joint venture OR other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives OR vendors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of Owner, and nothing contained in the Contract OR in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives OR vendors and Owner.

3. Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract and all parts thereof are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

4. Fraud & Corruption

As defined in ITB Clause 2.

5. Language of Contract

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and Owner, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a certified translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Eligibility

As defined in ITB Clause 3.

7. Scope of Work



As defined in ITB Clause 1.

8. Contract Period

As defined in SCC.

9. Contract Price

9.1 Contract Price in accordance with SOR (Section-VIII) shall be deemed to be inclusive of all taxes & duties (incl. GST), direct/ indirect expenses including transportation, insurance, storage, inspection etc. or any other charges as may be applicable to execute the work as defined under contract, and no claim of the Contractor for additional compensation shall be entertained by Owner.

9.2 The Contract Price shall not vary during the Contract Period unless otherwise specifically provided under the Contract.

10. Taxes & Duties

10.1 The Contractor shall bear and pay all taxes, duties, levies, cess and charges assessed on the Contractor, its Sub-contractors OR their employees by all municipal, state OR national government authorities in connection with the Facilities/ Performance of Services in and outside of the country where the Site is located and no adjustment OR variation will be allowed for changes thereof subject to GCC Clause 11, at actual. All insurance costs of the Contractor shall be included.

10.2 For the payment of GST (SGST/CGST OR UTGST OR IGST), the Bidder shall be required to charge GST (SGST/CGST OR UTGST OR IGST) at the rate as applicable on the value of goods OR services, as identified in the price schedule.

10.3 For the purpose of the Contract, it is agreed that the Contract Price specified in Letter of Award/ Purchase Order is based on the taxes, duties, levies and charges prevailing on the date of bid submission in India and the state where the Site is located (unless otherwise revised by mutual consent).

10.4 All taxes and duties forming part of the Contract Price shall be paid by the Owner only on submission of documentary proof of payment of such taxes and to the extent indicated on the invoices raised on the Owner and within the limits indicated in the Contract Price,



subject to the Contractor having issued appropriate declaration indicated in the ITB Clause 12.4.

- 10.5 The Contractor shall raise proper Tax invoice as per GST Regulations. Tax Invoice should contain Name, Address, PAN, GST registration number of Contractor and also GSPL, HSN/SAC codes, Classification of Services, GST (SGST & CGST/IGST/UTGST) Rate applicable and breakup of Tax Payable, Tax payable on Reverse Charge YES/No, Invoice Date, IRN no. & QR Code (if applicable), and should have valid signature. However, if the owner is not able to avail the credit due to issuance of a defective invoice by the contractor, OR issuance of invoice not capturing the requirements necessary to enable owner to claim tax credit then the contractor shall immediately indemnify owner for such loss of tax credit, which would be otherwise available to owner. Owner will in its sole discretion decide to recover such loss by way of deduction from payment due to the contractor OR invoking the performance bank guarantee.
- 10.6 Each party hereto, agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expenses OR damage suffered OR incurred by it, by reason of its failure to pay taxes, duties, etc. which it is obliged to pay pursuant to the provisions of this Clause and/or arising out of its failure to comply with its obligations under this Clause.
- 10.7 Tax deductions at source will be made by the Owner on payments made to the Contractor, as per the applicable Central and State laws
- 10.8 All payments to the Contractor shall be subject to applicable withholding (whether applicable as of the date of this Contract OR imposed/ required by any municipal, local, state OR national government authorities OR any other Government Instrumentality at any time during the subsistence of the Contract) OR statutory deductions as required in respect of income tax as well as any other Taxes (including but not limited to Building and Other Construction Workers' Welfare Cess). The Owner shall issue necessary tax deduction/ withholding certificates to the Contractor. If the Contractor obtains appropriate lower withholding orders (as per Owner's satisfaction), withholding may be carried out at such lower rates.
- 10.9 The risk of all tax positions taken by Contractor shall be borne solely by the Contractor.
- 10.10 The clauses specified in the Instructions of Bidder and footnotes to Price Bid format shall apply.

11. Statutory Variations



11.1 All statutory variations, change in law OR imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civic agencies shall be to Contractor's account except for statutory variations on direct transaction between Owner and Contractor in GST (SGST/CGST OR UTGST OR IGST), which shall be reimbursed by Owner against documentary evidence submitted by the Contractor.

11.2 No variation shall be allowed on account of any taxes applicable outside India.

12. Price Revision

As defined in SCC.

13. Payment Terms

As defined in SCC.

14. Site location

As defined in SCC.

15. Dispatch Clearance and Deliverables

As defined in SCC.

16. Measurement of Work

As defined in SCC.

17. Rejection

Any supply Items and/or Service covered under the Scope of Work, at any stage, is found not confirming with the requirements of the Contract shall be subject to immediate rejection.

Contractor/ Supplier shall be responsible and liable for immediate replacement of such supply items with acceptable material at no extra cost OR impact on the Delivery Schedule to Owner.

If the Contractor/ Supplier fail to take appropriate action to remedy such defect within a reasonable time (which shall in no event be considered more than fifteen (15) days) and



remedy such defect within fifteen (15) days, the Owner may, proceed to procure such Goods/ Services at the risk and cost of the Contractor/ Supplier. Without prejudice to any other rights available to the Owner under the Contract OR Applicable Laws, Owner shall have right to recover such amount by way of deduction from any monies due to the Contractor/ Supplier OR by any other means.

18. Deductions from Contract Price

All costs, damages OR expenses which the Owner may have paid, for which Contractor is liable under the Contract shall be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor, regularly as and when they fall due. All such claims shall be supported by appropriate and certified vouchers OR explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of corresponding bills and if not paid by the Contractor within said period, the Owner shall deduct the amount, from any amount due OR becoming due to the Contractor under the Contract OR may be recovered by actions of law OR otherwise, if the Contractor fails to pay the Owner of such claims. Intimation regarding deduction shall be given to Contractor.

19. Performance Bank Guarantee

As defined in BDS Clause 43.

20. Specifications and Standards

20.1 The Goods and/or Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Detailed Scope of Work/ technical document (Section-VI) and where no standard is mentioned, the standard shall be equivalent OR superior to the official standards whose application is appropriate to the Goods' country of origin.

20.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification OR other document OR any modification thereof provided OR designed by OR on behalf of Owner, by giving a notice of such disclaimer to Owner.

20.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition OR the revised version of such codes and standards shall be those specified in the technical document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by Owner and if required, shall be treated in accordance with GCC Clause 33.



20.4 The work must be as per existing available set up as to perfectly blend with current status and further with detailed specification listed out in the tender documents forming various sections of the complete documents of the tender. The general order of preference of material & specification shall remain as mentioned herein and in particular section, but the owner/ consultants reserve the rights of preference order in material use. Also, if not covered in the order of preference; then too if required to make amendments in selected OR suggested materials, then owner/consultants may opt for higher OR equivalents of the same which shall be binding to the contractors and he shall perform/ execute the works accordingly. Prior approval is mandatory for all specified material/works before carrying out the works. No changes in specification by contractors are allowed. Any alternative/s, if suggested in specifications in certain cases based on requirements; shall be affected only after obtaining written approval from the owner/consultant.

20.5 The entire contract shall be for complete works as providing, supplying, constructing, installing, commissioning & testing of all the items mentioned and for the items may be add/ deducted OR altered as/requirements in conjunction with the work. Further, the scope is to work at all floors & levels, in and around the site of work without any discrimination in rates. The contract further is to cover the defect liability period as mentioned.

20.6 Each item of supply and work carried out shall be as per the latest regulations of:

- i. National Building Code.
- ii. Indian Standard Specification

Any other relevant, regulations, stipulated by Government (both Central and State) unless otherwise specified in the item description.

20.7 In case of any class of work for which there is no specification provided by the Owner, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work shall be carried out as per best industry practices to be followed subject to the approval of the officer-in-charge.

20.8 Changes in specifications are not allowed. The contractor shall obtain approval of Owner/ Owner's representative for any changes in the specifications due to non-availability of the materials. If any material not available due to manufacturers' reasons, alternate shall be suggested by the Owner/ Owner's representative.



20.9 MSDS (Material Safety Data Sheet)

20.9.1 Vendor must provide MSDS of all concerned chemical / substance in the accepted regulatory format.

20.9.2 Material to be supplied directly OR for providing any kind of services should be environment friendly under prior acceptance to GSPL.

21. Copyright

The copyright in all drawings, documents and other materials containing data and information furnished to Owner by the Supplier herein shall remain vested in the Supplier, OR, if they are furnished to Owner directly OR through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

22. Confidential Information

22.1 The Supplier shall keep confidential and shall not, without the written consent of Owner, divulge to any third party any documents, data, OR other information furnished directly OR indirectly by Owner in connection with the Contract, whether such information has been furnished prior to, during OR following completion OR termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from Owner to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-Supplier an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 22.

22.2 The Supplier shall not use such documents, data, and other information received from Owner for any purpose other than the performance of the Contract.

22.3 The obligation of Supplier under GCC Sub-clauses 22.1 and 22.2 above, however, shall not apply to information that,

- a) Supplier need to share with the other institutions participating in the financing of the Contract;
- b) now OR hereafter enters the public domain through no fault of Supplier;
- c) can be proven to have been possessed by Supplier at the time of disclosure and which was not previously obtained, directly OR indirectly, from Owner; OR



d) Otherwise lawfully becomes available to Supplier from a third party that has no obligation of confidentiality.

22.4 The above provisions of GCC Clause 22 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply OR any part thereof.

22.5 The provisions of GCC Clause 22 shall survive completion OR termination, for whatever reason, of the Contract.

23. Sub-letting of Contract

No part of this contract, nor any share OR interest therein, in any manner OR extent, will be transferred OR assigned OR sub-let, directly OR indirectly, to any person/ firm OR organization by the Contractor without prior written consent of Owner. Notwithstanding such approval, the Owner shall not in any way be responsible and liable to any Sub-contractors appointed by the Contractor and the Contractor shall be solely responsible in all respects for all such works performed by the Sub-contractor as if such sub- contracting had not taken place, and as if such work had been done directly by the Contractor. Any Sub-contract OR assignment by the Contractor without the prior written consent of the Owner shall be void.

24. Insurance

As defined in SCC.

25. Transportation

Responsibility for arranging all applicable transportation to perform its contractual obligations shall be in the Contractor's Scope.

26. Indemnity

26.1 The Contractor shall be responsible and liable at all times, including time in storage, in transit, OR at Owner's Site location, for damage to OR destruction of Material, Equipment and any other property of Contractor OR any of its Subcontractors and their respective employees OR agents, unless such loss, damage OR destruction is caused by OR contributed to by the Gross Negligence OR the Wilful Misconduct of the Owner.



26.2 The Contractor shall indemnify and keep the Owner harmless from any and all losses and claims arising out of OR any delay, failure OR default of the Contractor in connection with the Contract OR other obligations hereunder directly OR indirectly associated herewith and/or arising from all claims, losses, liabilities, costs (including legal costs), damages, liabilities and expenses of every kind and nature relating to such loss OR damage in respect of:

- a. personal injury, illness OR death of any of Supplier's personnel (except if directly caused by the Gross Negligence OR Wilful Misconduct of Owner);
- b. loss OR damage to property of Supplier OR any third party (except if directly caused by the Gross Negligence OR Wilful Misconduct of Owner);
- c. Loss OR damage caused to Owner and/or cost incurred by Owner (including in respect of any injury to the person OR property of any third party) on account of failure of the Supplier to perform its obligations in accordance with and/or as envisaged in the Contract;
- d. Loss OR damage caused to Owner and/or cost incurred by Owner (including in respect of any injury to the person OR property of any third party) on account of any breach of duty, responsibility of Supplier as envisaged under this Contract;
- e. Failure by Supplier to proceed with work in accordance with the determinations, instructions and clarifications of Owner pending disagreement, dispute, protest, request for arbitration/ court proceedings;
- f. Breach of Applicable Laws by the Contractor;
- g. Gross Negligence OR Wilful Misconduct by the Contractor;
- h. Breach/ infringement by Contractor of any intellectual property right;
- i. Breach of any confidentiality obligations by Contractor;
- j. Non-payment of dues payable to its Sub-contractors/suppliers/vendors etc.

26.3 The obligations of Contractor to indemnify and hold harmless Owner from and against claims referred to in this Clause OR other provisions of this Contract shall not be limited OR reduced by any insurance provided in Contract, except to the extent that the proceeds of any such insurance shall be applied to reduce claims made against Owner.



26.4 Should the Owner have to pay any money OR incur any other liability in respect of such claims OR demands as aforesaid, the amount so paid and the costs incurred by the Owner, it shall be charged to and forthwith reimbursed by the Contractor and the Contractor shall not be at liberty to dispute OR question the right of the Owner to make such payments notwithstanding the same may have been made without the consent OR authority of the Contractor.

26.5 In this Clause:

26.5.1 the term “Owner” shall deemed to include its affiliates, other owner appointed contractors, personnel, officers, directors, employees and agents but shall not include Contractor; and

26.5.2 the term “Contractor” shall deemed to include all its subcontractors, personnel, officers, directors, employees and agents but shall not include Owner.

26.6 The provisions of this Clause and any other provision under this Contract providing for an indemnity shall survive termination of the Contract.

26.7 Further, the Contractor/Supplier shall indemnify the Owner against any loss of tax credit due to issuance of a defective invoice by the Contractor, OR issuance of invoice not capturing the requirements necessary to enable Owner to claim tax credit which would be otherwise available to Owner. Owner will in its sole discretion decide to recover such loss by way of deduction from payment due to the Contractor OR invoking the Performance Bank Guarantee.

27. Intellectual Property Rights

The Contractor, if licensed under any patent OR other intellectual property rights covering equipment, machinery, materials OR compositions of matter to be used OR supplied OR methods and process to be practiced OR employed in the performance of this Contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used OR supplied OR methods and processes to be practiced OR employed in the performance of this Contract, is covered by any intellectual property rights under which the Contractor is not licensed then the Contractor before supplying OR using the equipment, machinery materials, composition method OR processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty OR obtain any such license, any suit for



infringement of such intellectual property rights which is brought against the Contractor OR the Owner as a result of such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded for such suit. The Contractor shall promptly notify the Owner if the Contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, process and methods to be supplied hereunder.

28. Limitation of Liability

The final payment by the Owner in pursuance of the Contract terms & conditions shall not mean release of the Contractor from all his liabilities under the Contract. The Contractor shall be liable and committed under this Contract to fulfil all his liabilities and responsibilities, till such time the Contract Performance Bank Guarantee is released by the Owner.

Provided that the Contractor shall continue to remain responsible for all liabilities which arise on account of Gross Negligence, Wilful Misconduct OR fraud, even beyond the release of Performance Bank Guarantee.

The Contractor shall not be liable to the Owner for any indirect OR consequential loss provided that this exclusion shall not apply to any obligation of the Contractor to pay any Penalty to the Owner. Except in the case of Gross Negligence OR Wilful Misconduct OR fraud, the aggregate liability of the Contractor to the Owner under the Contract shall not exceed the total Contract Price. However, this limitation of liability shall not limit the liability to 100% of the Contract Price and the Contractor shall continue to remain responsible for all liabilities beyond 100% of the Contract Price which arise on account of;

1. The cost of repairing OR replacing goods and/or re-performing services supplied/ rendered by the Contractor, OR
2. Any obligation of the Contractor to indemnify the Owner with respect to infringement of intellectual property rights, OR
3. Breach of Applicable Laws.
4. Breach of confidentiality requirements set forth in this Agreement OR Applicable Law, OR
5. In case of fraud, Gross Negligence OR Wilful Misconduct of the Contractor.



29. The Officer-in-charge/ Owner's Representative

- 29.1 The work will be supervised by Owner's Officer-in-charge OR his representative and the Contractor has to strictly adhere to his instructions.
- 29.2 Issue the Contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

30. Contractor's Responsibility

The Contractor shall execute the Contract as per Scope of Work (Section-VI) for the Contract Period in accordance with GCC Clause 8 (Section-IV).

31. Workmanship

- 31.1 Regarding work completion, the decision of the owner's representative will be final and binding.
- 31.2 The work done shall be to the satisfaction of owner's representative and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
- 31.3 The owner OR his authorized representative shall approve the quality of all the materials used/ service provided by the Contractor from time to time.

32. Force majeure

- 32.1 Where any Force Majeure event renders impossible OR hinders OR delays the performance of any obligation then the failure OR omission of Owner OR Supplier to perform such obligation shall not be treated as a failure OR omission to comply with OR breach of this Contract.
- 32.2 "Force Majeure" shall mean happening of any of the following events OR circumstances OR combination of the following events OR circumstances which are generally unpredictable and outside the reasonable control of the affected Party, 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/ service and adverse effect upon the performance by the affected Party of its obligations under this Contract:



- i) Any officially declared/ accepted strikes, (excluding strikes, lockouts OR other industrial disputes OR action solely among employees of Supplier OR its sub-contractors;
- ii) Ordinance of any Government agency OR of any political subdivision thereof delaying OR temporarily preventing the performance of the contractual obligations in whole OR in part;
- iii) Natural calamities arising due to, epidemics, fire, flood, drought, earthquake OR like events;
- iv) War, hostilities, revolution, riots, civil commotion.

32.3 However, Force Majeure shall not include occurrences as follows:

- i) Any delay, default OR failure (direct OR indirect) by the Supplier in obtaining materials, equipment, OR in any Subcontractor, Sub-supplier OR manpower required for performing any Work OR any other delay, default OR failure (financial OR otherwise) of a Supplier, Subcontractor OR supplier OR any agent of any thereof.
- ii) Late delivery of materials/ services caused by congestion at supplier's plant OR elsewhere, an oversold condition of the market, inefficiencies, OR similar occurrences; OR
- iii) Delays due to ordinary storm, inclement weather, seasonal rains, monsoon OR other unfavorable weather conditions which are reasonably expected for the climate in the geographic area; OR
- iv) Non-conformance of contractual obligations by Sub-contractors, supplier OR worker etc.; OR
- v) Financial distress of Contractor OR any Sub-contractor OR equipment manufacturers; OR
- vi) Failure to carry out operations on account of any accident, breakdown OR non-performance OR unsatisfactory performance of equipment(s) OR on account of any reason within the control of the Supplier.
- vii) The occurrence of any manpower OR material, equipment shortage; OR



viii) Any third party breach; OR

ix) Any other commercial hardship.

Provided notice in writing of any such cause with necessary evidence that the obligation under the Document is thereby affected OR prevented OR delayed is given within Seven (7) days from the happening of the event. As soon as, the cause of force majeure has been removed, the Party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of the occurrence of a case of force majeure, the obligations of the Party affected shall be suspended during the continuance of any inability so caused until the case itself and the inability resulting there from have been removed. In the event that a condition of Force Majeure exists at the Site for a period of at least seven (7) consecutive days, Owner shall have the right to terminate this Contract by giving three (3) days advance notice to Contractor. In case the Contractor is not terminated, the time of completion of the respective obligations under the Contract shall stand extended by a period of days lost due to Force Majeure.

33. Change Orders and Contract Amendments

33.1 Owner may at any time order the Contractor through notice in accordance with GCC Clause 38, to make changes within the general Scope of the Contract in any one OR more of the following:

- a) Drawings, designs, OR specifications, where Goods/Services to be furnished/performed under the Contract are to be specifically manufactured for Owner;
- b) The method of shipment OR packing;
- c) Quantity of the Goods and/or Services;
- d) The place of delivery and/or Services to be provided by the Contractor

33.2 If any such change causes an increase OR decrease in the cost of, OR the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Value OR in the Contract Period, OR both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within Twenty-Eight (28) days from the date of the Contractor's receipt of Owner's change order.



33.3 Prices to be charged by the Contractor for any services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

33.4 In case the price is not agreed between the parties, the Contractor shall proceed with the change instructed by the Owner and the contractor shall be reimbursed for the actual cost incurred by the contractor towards supply of material and/or labour charges, if any, as per its contract along with a mark-up of 10%.

33.5 Subject to the above, no variation in OR modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

34. Extension of Time

34.1 If at any time during performance of the Contract, the Contractor OR its Sub-contractors should encounter conditions impeding timely delivery of the Goods/ Services OR implementation/completion of services pursuant to GCC Clause 8, the Contractor shall promptly notify Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, Owner shall evaluate the situation and if justified, may at its sole discretion extend the Contractor's time for performance.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 50 OR Penalty pursuant to GCC Clause 51, unless an extension of time is granted by the Owner, pursuant to GCC Sub-clause 34.1. The levy of Penalty/ Liquidated Damages by the Owner shall be without prejudice to the other rights of the Owner under the Contract and/or Applicable Laws.

34.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

35. No Compensation for Idle Time

Notwithstanding anything contained contrary elsewhere in the Contract, the Contractor agrees that no idle time payments/ extended stay charges (for manpower, machinery, equipment etc.) shall be made by the Owner for any reason whatsoever and the Contractor specifically waives all its rights in this regard.

**36. Suspension**

- 36.1 The Owner may for any reason whatsoever including but not limited to any difficulties associated with Government permissions etc. by suspension order to the Contractor suspend performance of any OR all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the estimated duration of the suspension. The Owner may by written notice increase OR reduce the duration of suspension. The Contractor shall thereupon suspend performance of such obligations (except those obligations necessary for the care and preservation of the Facilities) until ordered in writing to resume such performance by the Owner. For abundant caution, it is expressly clarified that the right of the Owner to suspend the contract can be exercised at any time and from time to time, including but not limited to during existence of Force Majeure Event(s). In the event that the Owner issues a suspension order during the existence of a Force Majeure Event(s), the provisions of GCC Clause 34 shall prevail over the provisions of GCC Clause 32, and including, without limitation, any provisions relating to extended Force Majeure and any termination rights relating thereto. It is expressly agreed that the provisions of GCC Clause 34 shall govern the Contract and the rights and obligations of the Parties hereunder during the suspension period.
- 36.2 Notwithstanding anything to the contrary contained herein, the Contractor shall not have a right to terminate the Contract on the ground that the Owner has suspended the Contract OR continued the suspension beyond the reasonable period.
- 36.3 If the Contractor's performance of its obligations is suspended OR the rate of progress is reduced pursuant to this Clause, then the time for Completion shall be extended in accordance with GCC Sub-clause 36.1, however no compensation shall be payable to the Contractor for any reason whatsoever, except for reasonable cost incurred for mobilization and demobilization of Contractor's Equipments.
- 36.4 During the period of suspension, the Contractor shall not remove from the Site any materials, any part of the Facilities OR any Contractor's Equipment, without the prior written consent of the Owner. Moreover, during the period of suspension, the Contractor shall:
- 1) Promptly suspend further performance of the work and during the period of such suspension shall properly care for and protect all work in progress and all property of Owner which pursuant to the terms of this Contract is subject to the supervision of Contractor in whatever state of completion;



- 2) Place no further subcontracts OR purchase orders for materials, services, work OR facilities in respect of the work except to the extent expressly requested by Owner; and
- 3) Unless otherwise directed by Owner, use all reasonable endeavours in consultation with the Owner, to suspend on the most favourable terms available to Contractor all purchase orders, subcontracts and rental and lease agreements to the extent affected by such suspension and otherwise minimise any additional costs associated with such suspension.
- 4) Contractor shall promptly deliver to Owner copies of all such work in progress and all such property as may be requested by Owner. Owner may at any time terminate the suspension by written notice to Contractor specifying the effective date of resumption of work and Contractor shall use its best efforts to resume performance of its obligations pursuant to this Contract immediately upon receipt of such notice.

37. Contract Termination

37.1 Termination for Default

37.1.1 Without prejudice to any other rights under the Contract, the Owner reserves the right to terminate the Contract either in whole OR in part upon the occurrence of one OR more of the following events:

- a) Failure of the Contractor to perform the Work for more than 48 hours;
- b) Failure of the Contractor to adhere to the quality standards and standards of performance laid down/ prescribed under the Contract;
- c) Non-compliances/ violation(s) of the applicable Laws by the Contractor;
- d) failure to adhere to the HSE requirement prescribed under the Contract;
- e) If the Contractor, in the judgment of Owner has engaged in corruption OR fraud practices as defined under ITB Clause 2, in competing for OR during execution of the Contract;
- f) Insolvency, liquidation OR bankruptcy of the Contractor OR in the event Contractor enters in to compromise with the creditors OR makes general



assignment in favour of creditors OR appointment of receiver/executor/trustee OR in the event Contractor ceases to exist;

g) Delay, deficiency OR negligence in providing Goods and/or Services by the Contractor;

h) Material breach of any of the obligations by the Contractor;

In any of the events under (a) to (d) and (g) & (h) above, Owner may, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy the default within ten (10) days of its receipt of such notice, then Owner shall have right to terminate the Contract with immediate effect by giving a notice of termination to the Contractor to that effect. However, in case of events under (e) & (f) above, Owner may by notice terminate the Contract with immediate effect.

37.1.2 The decision of Owner regarding occurrence of any of the aforesaid event shall be final and binding on the parties.

37.1.3 In the event Owner terminates the Contract in whole OR in part, pursuant to GCC Clause 37.1.1, Owner shall have the right to procure, upon such terms and in such manner as it deems appropriate, Goods and/or Services similar to those undelivered OR not performed at the risk and cost of the Contractor. The Contractor shall be liable to Owner for any additional costs for such similar Goods and/or Services which costs shall also the reasonable costs incurred by the Owner in getting the Work completed under the Contract. However, the Contractor shall continue performance of the Contract to the extent not terminated.

The cost of execution of such Work as aforesaid will be adjusted against the payment due to the Contractor as well as against the amount of the Performance Bank Guarantee submitted by the Contractor for satisfactory performance of the Contract. If the cost of execution shall exceed the balance due to the Contractor, the Contractor shall be liable for such excess costs incurred by the Owner.

37.1.4 Further the Contractor shall not be eligible for any compensation OR claim in the event of such termination of the Contract apart from the compensation for Work already performed and approved by the Owner subject to GCC Clause 37.1.3. For avoidance of doubt it is expressly made clear that the Contractor shall not be eligible for claiming any compensation for materials purchased OR personnel



employed/hired for performance of this contract due to early termination of the Contract.

37.1.5 The Owner's election to terminate the Contract shall not prejudice any other rights of the Owner, under the Contract OR otherwise.

37.2 Termination for Convenience

37.2.1 Owner shall have right to terminate the Contract, in whole OR in part, at any time for its convenience, by giving prior written notice of fifteen (15) days to the Supplier. The notice of termination shall specify that termination is for Owner's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

38. Notices

38.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile OR Electronic Data Interchange (EDI) on under given address, subject to following provisions of this Clause "Notices".

Owner's address for notice purposes:

Kind Attn: Head-Procurement

GUJARAT STATE PETRONET LTD.

Plot No. E-18, GIDC Electronics Estate,

Nr. K-7 Circle, Sector – 26,

Gandhinagar - 382028, Gujarat, India

Phone: (079) 23268500

38.2 Any notice sent by airmail post OR special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered in three (3) working days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities OR courier service for transmission by airmail OR special courier.

38.3 Any notice delivered personally OR sent by telex, facsimile OR EDI shall be deemed to have been delivered on date of its dispatch.



38.4 Either party may change its postal, telex, facsimile OR EDI address OR addressee for receipt of such notices by giving ten (10) working days prior written notice to the other party.

38.5 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

39. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India excluding any choice of law, which would refer the matter to the law of another jurisdiction and subject to clause "Settlement of Disputes", the courts of Gandhinagar, Gujarat shall have exclusive jurisdiction over any disputes between the Parties to deal with any matter arising out of and / or in relation to the Contract.

40. Settlement of Disputes

40.1 Any dispute between the Parties arising out of OR in connection with this Agreement, including any question regarding its existence, validity, interpretation OR termination ("Dispute"), shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India. The seat and venue of arbitration shall be in Gandhinagar, Gujarat, India.

40.2 A notice of the intent to refer the Dispute to arbitration ("Notice of Intent") may be given by a Party (the "Claimant") to the other Party (the "Respondent"). Upon such notice of intent for commencement of arbitration by either party, the dispute shall be referred to the Sole Arbitrator to be appointed by mutual agreement of GSPL/Owner and the Contractor.

40.3 The arbitration shall be conducted in English language.

40.4 An arbitral award rendered by an arbitral tribunal appointed in accordance with this Clause, shall be a reasoned award, and shall be in writing and further shall be binding on the Parties.

40.5 Notwithstanding any Dispute (OR the pendency of any dispute resolution proceedings, including any arbitration OR court proceedings) relating directly OR indirectly to the Contract, at all times, the Supplier shall proceed with the performance of its obligations under the Contract in accordance with the instructions of the Owner and in accordance with this Contract. If the Supplier fails to continue with the performance of any



obligation under the Contract, he shall be considered to be in default and shall be held liable for any direct, indirect OR consequential losses, costs and expenses whatsoever arising from such default. However, during the period Supplier is proceeding with the performance of its obligations under the Contract, he shall be paid for all undisputed amounts for all such services in accordance with the terms of the Contract and for the undisputed portion of invoices which are due under the Contract.

40.6 The provisions of this Clause shall survive termination OR expiry of the Contract.

41. Assignment

- 41.1 The Contractor shall not without the express prior written consent of the Owner assign to any other party the Contract OR any part thereof, OR any right, benefit, obligation OR interest therein OR there under. Provided, nevertheless, that any such consent shall not relieve the Contractor from any obligation, duty OR responsibility under the Contract.
- 41.2 The Owner hereby reserves its right to assign to any other party whatsoever, the Contract OR any part thereof, OR any right, benefit, obligation OR interest therein OR there under with prior written information to the Contractor and the Contractor hereby agrees to give full effect to such assignment and to enter into such agreements and provide such information, documents, consents as are reasonably customary and required by the assignees in connection with such assignments.
- 41.3 The Contractor hereby agrees that upon assignment of the Contract by the Owner, the Contractor shall submit the new Performance Bank Guarantee in favour of the assignee within fifteen (15) days of such assignment. Until the Contractor submits the new Performance Bank Guarantee in favour of the assignee, Owner shall not be under any obligation to release the Performance Bank Guarantee provided by the Contractor to the Owner. Further, if the Contractor fails to submit the new Performance Bank Guarantee in favour of the assignee within the aforesaid period, GSPL shall be at liberty to invoke the Performance Bank Guarantee submitted by the Contractor to the Owner and provide the said amount to the assignee as a security deposit towards the due performance of the Contract by the Contractor. The Contractor authorizes GSPL to transfer, without GSPL requiring to give any prior intimation to the Contractor, the amount received by GSPL from the invocation of such Performance Bank Guarantee to the assignee with OR without making any adjustments under the contract and relieves GSPL from any further obligations towards the amount transferred to assignee from the invocation of the said performance bank guarantee.



41.4 GSPL shall not be liable for any consequences arising on account of said invocation of the Performance Bank Guarantee and the Contractor relieves GSPL from all such liabilities in this regard.

42. Right to get Work carried out through other Contractors

Nothing contained herein shall restrict Owner from accepting similar work from other Contractors at its sole discretion and at the risk and cost of the Contractor, if the Contractor fails to provide the said work any time not up to the satisfaction of owner's representative. In such case the Owner shall be entitled to recover such payments from the Contractor's bills OR Retention Money OR by revoking the performance bank guarantee OR through other means.

43. Compliance with Applicable Laws

The Supplier shall adhere to and comply with all the Applicable Laws governing the performance of the Supplier, including but not limited to the following:

43.1 Labour laws applicable to the employees of the Contractor in relation to the Contract including but not limited to the following;

- a) Contract Labour (Regulation & Abolition) Act, 1970
- b) Payment of Wages Act, 1936
- c) Minimum Wages Act, 1948
- d) Employees' Provident Funds and Miscellaneous Provisions Act, 1952
- e) Employer's Liability Act, 1938
- f) Workmen's Compensation Act 1923
- g) Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Central Rules, 1998
- h) Industrial Dispute Act, 1948.
- i) Factories Act, 1948,
- j) The Apprentices Act, 1961.
- k) Environmental laws
- l) PNGRB Act
- m) Any other statute, enactment, act, law as may be applicable for performing all other works, services and supply in relation to the Facilities under the Contract.

43.2 Employees Provident Fund Act

Contractor shall strictly comply with the provisions of Employees Provident Fund and Miscellaneous Act, 1952 and rules there under and register themselves with Regional



Provident Fund Commissioner (RPFC) before commencing work. The Contractor shall deposit the applicable employees and employers' contributions to the RPFC as per statutory requirement. The Contractor shall furnish along with each bill / running bill, the challan/ receipt for the payment made to the RPFC for the preceding month.

In case the RPFC's challan/ receipt, as above, is not furnished, the Owner shall be entitled to deduct 16% (Sixteen) (OR such other percentage as may be applicable under Applicable Law) of the payable amount from Contractor's bill / running bill and retain the same as a deposit. Such retained amounts shall be refunded to Contractor on production of RPFC challan/ receipt for the period covered by the related bill / running bill.

43.3 Cess Acts

The Contractor shall be solely responsible for payment of Cess if any, under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Building and Other Construction Workers Welfare Cess Act 1996 (herein after referred to as the "Cess Acts"), if applicable. The contractual price shall be deemed to be inclusive of any and all cesses required to be paid under the said Cess Acts and rules made the said Cess Acts, as amended, from time to time, irrespective of the fact that the original liability under the said Cess Acts may be solely on the Owner. The Contractor shall be solely responsible to indemnify the Owner for any violation OR non-compliance with any of the provisions of the said Cess Acts.

43.4 The Supplier shall ensure that it's sub-contractors and their respective employees, servants, consultants and agents also abide by all Applicable Laws, relating to the performance of the Services OR delivery of goods and with the terms and conditions of any permits/ license/ authorizations/ approval by Governmental Authorities.

43.5 Registration of the Contract with Statutory Authorities;

Within thirty (30) days of issuance of the Contract, the Contractor shall register themselves and the Contract at their own cost with all relevant Governmental Authorities and as may be required pursuant to Applicable Law, including without limitation under the BOCW Act, the Reserve Bank of India, Income Tax authorities and Sales Tax authorities. In addition, the Contractor shall duly pay all stamp duty and registration charges in relation to the Contract. The Contract Price shall be deemed to include all costs and expenses towards the same. A copy of all documents related to all such registration shall be submitted to the Owner for record.



Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, along with registration under the BOCW Act and furnish copy of the same to Owner.

- 43.6 The Supplier shall bear all costs related to adhering to all such Applicable Laws including payment of any charges, taxes, duties OR contributions prescribed in the Applicable Laws. Supplier shall not claim any non-adherence OR default due to lack of information as to applicability of any law and shall be solely responsible for the same. In addition, the Contractor shall duly pay all stamp duty and registration charges in relation to the Contract.
- 43.7 The Contractor shall deduct, contribute, remit all the amount as may be required and file, submit, furnish all the data, declaration and maintain all cards, records etc. as may be required under the provisions of the Applicable Laws in respect of the Contractor's OR Sub-contractor's employees, who are employed in the work from time to time under the Contract. The Contractor shall also be solely responsible for payment of cess under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Building and Other Construction Workers Welfare Cess Act, 1996 and rules made there under (herein after referred to as the "Cess Acts"). The Contract Price shall be deemed to be inclusive of any and all cess required to be paid under the said Cess Acts and rules made the said Cess Acts, as amended, from time to time. The Contractor shall be solely responsible to indemnify the Company for any violation OR non-compliance with any of the provisions of the said Cess Acts.
- 43.8 The Supplier shall indemnify the Owner at all times for any and all losses, damages, costs arising directly OR indirectly from OR incurred by reason of non-compliance OR violation of the Applicable Laws by the Supplier, its Subcontractors OR suppliers OR its OR their respective officers, directors, employees, servants OR agents including but not limited to all the labour laws, Environmental Laws, absence of permits/ clearances etc.; OR any modification thereof OR any other Applicable Law relating thereto (including common law) and Rules made there under from time to time.
- 43.9 The Owner also reserves the right to recover the amount due from the Supplier by way of deduction from any amount payable to the Supplier OR by invoking the bank guarantee.
- 43.10 Supplier shall furnish to Owner, promptly upon request, such information concerning Supplier, its Sub-contractors and their respective employees, consultants, servants and agents as the Owner may be required to furnish to any Governmental Authorities on demand OR as required under any Applicable Law.



43.11 The installations/loading/un-loading of Material and/or any Services, where job is to be carried out may have live and hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty/ responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal/ legal consequences.

44. Stamp Duty

Stamp duties, registration fees (if any) and any related charges payable under Applicable Laws in relation to the Contract shall be borne by the Contractor.

45. Income Tax Liability

The bidder shall bear all Income Tax liability, both corporate as well as for his personnel and shall fulfil all the requirements of the Income Tax Laws of India under this Tender.

46. Execution of Work

46.1 The Contractor shall be responsible for ensuring that works are performed and executed in the most substantial, proper and workmanlike manner with the quality of material and services meeting the highest standard of performance in accordance with the terms and conditions of the Contract and to the entire satisfaction of the Owner.

Unless otherwise mentioned in the Contract, The Contractor shall provide all necessary materials, equipment, labour, services etc. for execution of Work under the Contract.

The Contractor shall observe all the Applicable Laws in relation to execution of Works and performance of its obligations under the Contract.

46.2 The Contractor shall be responsible for co-ordination and inspection of the day-to-day work under the Contract as required to be performed.

47. Work Program & Progress Reports



The Contractor shall submit within seven (7) days of issuance of Contract, a detailed schedule showing the program and the manner in which the Contractor proposes to carry out the Work for approval of the Owner.

During the performance of the Contract, the Contractor shall furnish daily/ weekly/ fortnightly/ monthly service reports as may be required by the Owner.

48. Inspection

As defined in SCC.

49. Free issue material / Owner's supplied materials

49.1 Any free issued material by Owner remains utilized after the completion of the work shall become the property of Owner. Also, any material removed from the existing facility shall be property of the owner. It is the responsibility of the Contractor to transport these materials in free of cost and in good condition to Owner's warehouse OR any other designated place of Owner. These free issue materials shall be handed over to the Owner by the Contractor with the complete list of material and reconciliation statement of material after completion of project.

49.2 Notwithstanding the transfer of property of the materials to Owner, the Contractor shall be responsible for the care and custody thereof together with the risk of loss OR damage thereto pursuant to Transfer of Ownership. Unless and otherwise provided in Contract, the Contractor shall remain liable for any defect OR deficiency in the free issue materials, till the defect liability/ warranty period of the Contract.

49.3 Upon Completion OR upon earlier termination of the Contract, the Contractor shall hand over in good working condition all the equipments, Consumable durables, storage space etc., if any, provided by the Owner to the Contractor for execution of contract.

50. Liquidated Damages

As defined in SCC.

51. Penalty

As defined in SCC.

52. Defect Liability/ Warranty Period



As defined in SCC.

53. Contractor Performance Evaluation

Contractor performance evaluation shall be done bi-annually, which shall be based on the parameters viz. Quality, Delivery & Services for the orders delivered/ services rendered during such period. Owner shall take necessary actions as per Company's policy/guidelines, based on the performance of Contractor. Please note that consistent poor performance by the Contractor may lead to them being put in holiday list OR getting blacklisted from GSPL & its group companies.

54. Completion Certificate

Owner will issue completion certificate on successful completion of Project/ Services. For issuance of completion certificate, Contractor has to submit an application to Owner.

Application for Completion Certificate:

- a) When the Contractor fulfils their obligation under the contract, shall be eligible to apply for Completion Certificate by submitting relevant supporting documents along with No further claim certificate for payment.
- b) Owner will verify supporting documents for completeness of the Project/ Services in accordance with and as set out in the work requests as per Contract Documents.
- c) Owner/ Owner's appointed agency shall issue the Completion Certificate to the Contractor within thirty (30) days from receipt of an application subject to fulfillment of Contract in totality.

55. Survival

The expiry OR termination of the Contract shall not affect any accrued rights, obligations & liabilities of the parties under this enquiry document, nor shall it affect the survival of any continuing obligation for which this enquiry document provides, which are to survive after expiry OR termination including those under GCC Clause 22, 26, 27, 28, 32, 39, 40, 41, 44.

56. Members of the Owner not individually liable

No Director, OR Official OR employee of the Owner shall in any way be personally bound OR



liable for the acts OR obligations of the Owner under the Contract OR answerable for any default OR omission in the observance OR performance of any of the acts, matters OR things which are herein contained.

57. Safety Regulations

57.1 In respect of all labour, directly OR indirectly employed in the Work the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of Central Public Works Department, Rules and Orders made there under and such other Acts as applicable.

57.2 The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting work, Contractor shall consult safety engineers of the Owner and Officer-in-charge and must make good to the satisfaction of the Officer-in-charge any loss OR damage due to fire to any portion of the Work done OR to be done under this Contract OR to any of the existing property of the Owner.

57.3 Non-compliance to HSE and statutory requirements may lead to termination after a notice period of fifteen (15) days. Owner reserves the right to terminate the Contract, during the course of execution of the Works, for other non-compliances/ violation (s) OR misbehaviour.

57.4 The Contractor shall provide necessary safety equipments to all his personnel as per instructions from Safety officer OR Officer-in-charge.

58. Ban on use of Plastics

- Bidder will ensure that only eco-friendly materials are used for packing.
- Plastic wrapping on material components to be avoided and should use other possible preservations.
- Bidder to avoid usage of plastic packing materials. If usage of plastic packing material is inescapable, the thickness of plastic material should not be less than the thickness as specified by government notification to “The plastic waste management rules, 2016” and its amendments thereof.
- All packaging materials used must always be recyclable.
- Plastics: The only plastics allowed are PE (polyethylene), PP (polypropylene) and PET (polyethylene terephthalate). In order to be able to carry out specific recycling, the quantity of material used must be kept as low as possible.
- The use of PVC (polyvinyl chloride) is prohibited.



- Bidder shall comply with “The Plastic Waste Management Rules, 2016 and its amendments thereof”

59. Health, Safety & Environment (HSE)

- 59.1 In respect of all Persons/ Employees/ labours, directly OR indirectly employed in the work, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of Central Public Works Department, Indian Standards Institution, the Electricity Act, the Mines Act, Regulations, Rules and Orders made there under and such other Acts as applicable.
- 59.2 The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting the work, Contractor shall consult safety engineers of the Owner and Officer-in-charge and must make good to the satisfaction of the Officer-in-charge any loss OR damage due to fire to any portion of the work done OR to be done under this contract OR to any of the existing property of the Owner.
- 59.3 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls/ dresses (not synthetic materials) and other required materials for the safety of the Contractor's personnel shall be arranged by the Contractor himself.
- 59.4 The Contractor shall not engage/ deploy any person of less than eighteen (18) years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 59.5 Non-compliance to HSE and statutory requirements may lead to termination after a notice period of fifteen (15) days. Owner reserves the right to terminate the Contract, during the course of execution of the Works, for other non-compliances/ violation(s) OR misbehaviour.
- 59.6 Owner's HSE Policy is attached as Section-XII.
- 59.7 Successful bidder has to follow HSE guideline and submit necessary documents including escalation matrix.



SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)



The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein SCC shall prevail over those in the GCC.

GCC Clause Reference	Details								
GCC Clause 8	Contract Period Time is of the essence of the Contract. The Contract shall be valid for a period of Five (5) years from the date of commencement of work mentioned in Notification of Award. Commencement of Work: The Contractor shall commence the work/ services from the date mentioned in the Notification of Award. Two (2) months' time period shall be given for the commencement of services from the date of Notification of Award.								
GCC Clause 12	Price Revision The awarded rates for Bus Hiring Service shall remain firm and shall not be changed during Contract Period. However, GSPL will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of Diesel beyond the band of '+/- 5%, +/-10%, +/-15% or so on...' from base rate of Diesel, as per the following formula: $M = \frac{D_r - D_0}{\text{Mileage}} \times \text{Fixed Monthly Running KMs}$ Where, <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">D_r</td><td>Revised Rate of Diesel per litre</td></tr> <tr> <td>D_0</td><td>Base Rate of Diesel per litre as on dt of bid closer (last dt of bid submission)</td></tr> <tr> <td>Mileage</td><td>Mileage of the Bus as per ARAI (Automotive Research Association of India) for the respective deployed model(s)</td></tr> <tr> <td>M</td><td>Increase/decrease amount in monthly cost of Bus</td></tr> </table> Per KM Rate: (shall be applicable and payable for over and above minimum monthly firm commitment)	D_r	Revised Rate of Diesel per litre	D_0	Base Rate of Diesel per litre as on dt of bid closer (last dt of bid submission)	Mileage	Mileage of the Bus as per ARAI (Automotive Research Association of India) for the respective deployed model(s)	M	Increase/decrease amount in monthly cost of Bus
D_r	Revised Rate of Diesel per litre								
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M	Increase/decrease amount in monthly cost of Bus								



	<table border="1" data-bbox="440 212 1427 296"> <tr> <td data-bbox="440 212 760 296">Per KM Rate (K) =</td><td data-bbox="760 212 1427 296"><u>Diesel rate per litre</u> Mileage</td></tr> </table> Note: In the event of increase/decrease in retail prices of Diesel beyond the band of '+/- 5%, +/-10%, +/-15% or so on...' from base rate of Diesel, cost implication shall be pass on. The rates of diesel (Base Rate, Revision in Diesel Rates) shall be reviewed from MyPetrolPrice website (https://www.mypetrolprice.com/) and Rate of Ahmedabad City shall be referred. In absence of data from MyPetrolPrice website, any equivalent website shall be referred.	Per KM Rate (K) =	<u>Diesel rate per litre</u> Mileage
Per KM Rate (K) =	<u>Diesel rate per litre</u> Mileage		
GCC Clause 13	Payment terms - Contractor shall raise only one bill per month. No interim payment will be made by the Owner. - All Invoices duly signed & stamped along with relevant supporting documents shall be submitted in triplicate, before 7th of every month to the Owner's Officer-in-charge for certification and payment will be made within thirty (30) days of submission of undisputed invoice duly certified by the GSPL's officer-in-charge. - The Contractor shall also submit a soft/ scan copy (e-mail) of billing documents along with relevant supporting documents as briefed below (checklist), duly certified by the GSPL's Officer-in-charge/ GSPL's representative. - PAN/TAN no. furnished or not in Invoice - GST registration No & Category of Services furnished in Invoice - PBG validity & Status? - Insurance, as may be applicable - Valid QR code & IRN, as may be applicable - Any other supporting document as required by Owner Note: Above list is tentative and actual requirement may vary. - Payment shall be made in INR only. - GST (SGST/CGST OR UTGST OR IGST) shall be paid extra at actual. Tax(es) shall be deducted at source in accordance with statutory requirements. - Supplier of Goods / Services (Contractor) providing taxable service shall issue		



	an Invoice/ Bill (as per GCC Clause 10), as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Contractor) with requisite details. If Owner is not able to avail the credit due to issuance of defective invoice by Contractor OR delay in filling up the required information under the GST acts, then Contractor shall immediately indemnify Owner for such loss of tax credit which would be otherwise available to Owner. Owner will in its sole discretion decide to recover such loss by way of deduction from payment due to the Contractor OR invoking the Performance Bank Guarantee. • The Invoice to be raised on “Gujarat State Petronet Ltd., Gandhinagar.” Details like Name, Address, PAN, GST registration number & TIN nos. to be clearly mentioned on the invoice (details shall be provided to successful bidder). Invoice shall be signed and stamped by the Contractor. • PAN no. of GSPL (AABCG1812E) and PAN no. of the contractor shall be mentioned in the invoice. • All costs, damages, expenses OR penalties which Owner may have paid/ incurred/ bear for which under the provisions of the Contract, the Contractor is liable/ shall be liable, shall be deducted from Contractor’s bills, Security Deposit OR from any moneys due OR becoming due OR by revoking performance bank guarantee. • Owner shall have the right to withhold payment against any bill in part of in full due to any dispute. Owner shall also have the right to recover any dues from the Contractor’s bills OR net dues OR Security Deposit OR by revoking the performance bank guarantee.
GCC Clause 14	Site location Routes between Ahmedabad – Gandhinagar.
GCC Clause 16	Measurement of Work All measurements shall be in metric system.
GCC Clause 24	Insurance



1. The Contractor shall at its expense take out and maintain in effect during the performance of the Contract, the following insurance cover. The Contractor is obliged to submit a copy of such Insurance policy from time to time within one month of issuance of award.
 - a. Automobile Liability Insurance: Covering all vehicles used by the Contractor or & it's Sub-contractor (whether or not owned by them) for fulfilling obligations under this agreement. Comprehensive insurance to be in accordance with statutory requirements. Policy to also cover liability for death &/bodily injury to all passengers on unnamed basis.
 - b. Professional Liability insurance for a limit equivalent to annual contract value per occurrence and in the aggregate, for damages Contractor may become legally obligated to pay arising out of its performance or failure to perform under this Agreement.
 - c. Workmen's Compensation insurance covering all its employees/sub-contractor's employees engaged in the performance of this contract. Gujarat State Petronet Ltd. (GSPL) shall be named as additional insured under this policy by incorporating the clause "Principal's interest protected.
 - d. Other Insurances: The Contractor is also required to take and maintain at its own cost all other insurances required under statutes or applicable laws or by prudent industry practice for similar activities.
2. All insurers' rights of subrogation against GSPL for losses or claims arising out of the performance of the Contractor shall be waived under such policies.
3. All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Value.
4. Contractor shall be responsible to fully insure their employees for any injury, Death, hazards and sickness or any such risks that may be connected to the works for entire period of contract. Contractor shall be responsible for medical plus Accident Policies of man-power deployed under the Contract. Owner shall not be responsible for any liability towards their employees.

GCC Clause 48**Inspection**

Owner shall periodically inspect the vehicles, safety requirements, driving



	license, insurance policy, PUC etc.
GCC Clause 50	Liquidated Damages Not Applicable.
GCC Clause 51	Penalty Bidder to refer “GeM - Service Level Agreement” for Bus Hiring Services – Regular basis. Over & above the SLA, following penalty shall be applicable; • In case of non-working of AC, non-availability of spare wheel or any other requirements as per RTO/ Motor Vehicle Act guidelines, a penalty of Rs. 500/- per day shall be imposed. • The RTO related compliance and its supportive documents (e.g. fitness certificate/ PUC etc.) are always required to be updated and a copy of the same shall always be available in the vehicle. In case of lapses in the renewal, a penalty of Rs. 500/- per day per vehicle shall be levied. • A penalty of Rs. 500/- per day per vehicle shall be levied in absence of First aid kit, Portable Fire extinguishers etc. The maximum allowable penalty shall be 10% of the Contract Value.
GCC Clause 52	Defect Liability/ Warranty Period Not Applicable.



SECTION-VI

DETAILED SCOPE OF WORK



Scope of Work:

The bidder shall have to carry out the work as defined in RFP documents. Bidders are advised to refer detailed Scope of Work (Section-VI), Service Level Agreement of GeM portal in conjunction with SOR (Section-VIII) for the work to be performed as per tender terms & conditions.

The brief Scope of Work includes following but not limited to;

- Provide Staff Bus Services with experienced drivers & Cleaner cum helpers (4 Buses) for the employees of the Company, for daily commute (working days as per Government of Gujarat calendar i.e. Holiday on every Sunday and 2nd & 4th Saturday OR as directed by the Company) to office for the routes (to & fro as per office hours of the Company) between Ahmedabad – Gandhinagar. Further, Bus may be used for special purposes like Induction/Training etc., as may be required occasionally.
- Execution period of the service: **Five (5) years**. Contractor shall commence the work/ services from the date mentioned in the Notification of Award. Two (2) months' time period shall be given for the commencement of services from the date of Notification of Award.

- Specification of Vehicle:

Min. Seating Category (incl. driver seat)	40-42	31-33	19-21
No of Buses required (in nos.)	01	02	01
Minimum running KM per month	1700	2000	2000
Colour of Vehicle	Preferably of white colour		
Type of vehicle	OEM/factory fitted Air Conditioned		
Fuel	Diesel		
Make	Force /Tata / Mahindra/ Ashok Leyland/ Eicher/ Tempo Traveller		
Year of Manufacturer	2025 or later		
Max. Running KM as on deployment at Site	500 KM		
Driver & Cleaner cum helper for each bus	1 Driver And 1 Cleaner cum helper		

- Bus deployed under this contract shall be commercially registered from RTO in name of Successful Bidder (Contractor) as per above configuration. As a proof, Invoice, RC book, Insurance copies, Taxes paid receipts etc. to be submitted before commencement of the work and updated periodically. Further, Vehicles should have valid Permit(s), required tools, spare wheel, portable fire extinguisher and spares for repairs to be carried out en-route.
- The Contractor is hereby instructed to ensure that the AC Bus deployed under the contract is maintained in a clean and hygienic condition at all times. All interior components,



SECTION-VI DETAILED SCOPE OF WORK

including upholstery, seat covers, flooring, interior panels, and other fittings, shall be kept neat and well-maintained. The overall condition of the upholstery, seat covers, flooring, and interior amenities shall be reviewed annually, and any item found damaged or worn out shall be repaired or replaced in accordance with the instructions of the OIC.

- The Contractor shall ensure that the air-conditioning system remains fully operational at all times and is serviced periodically as per manufacturer recommendations, along with proper upkeep of other amenities such as blower vents, lighting, charging ports, and entertainment systems, wherever provided.
- Vehicle deployed should be manned with driver and Cleaner cum helpers on continuous basis should not change on frequent basis. The driver assigned to the bus must hold a valid driving license appropriate to the category and type of the vehicle, in accordance with Government norms and statutory regulations.
- The contractor shall submit the copy of Driving License of the driver to the OIC prior to deployment. The contractor shall produce original Driving License of the driver to the OIC for verification.
- After 60,000 - 70,000 Kms run OR earlier based on the condition of the tyres, Contractor has to change all the tyres and submit documentary evidence towards purchase of tyres and replacement of the same.
- The vehicle model(s) (broachers) in line with tender requirements shall be presented to GSPL OIC and the acceptance or rejection of the vehicle(s) shall be at their sole discretion of the company.
- Contractor shall carry out periodic inspection & maintenance of each Bus as per bus service manual at authorized service centre or as per OEM guidelines. All maintenance, repairs, servicing, and replacement of spare parts shall be carried out exclusively at the Authorized Dealer's Premises/ service Centers of the Manufacturer and the same will be borne by the contractor.
- The Buses shall report at the instructed time and place.
- The kilometers (KMs) travelled by the vehicle shall be calculated from the first reporting point to the final drop-off point as per the route communicated by the OIC.
- Duties of drivers and Cleaner cum helper while on duty shall be: *(cost/expenses towards duties shall be borne by the contractor).*



SECTION-VI DETAILED SCOPE OF WORK

- Must carry valid driving license and all applicable valid documents.
- Must be in neat & clean uniform (Navy blue Pent & Light blue full sleeve Shirt, Shoes)
- Must carry a working mobile phone (24 hours),
- Must clean bus after end of shift on daily basis and also maintain neatness/cleanliness of bus during duty hours
- Must check ID cards of all employees while boarding the buses as during duty hours the buses will not be permitted to carry any passengers except company employees' staff OR approved by the company. In case any passengers shall found in any bus except approved by the company, then driver/ cleaner may be discontinued on immediate basis and Contractor to ensure replacement of them as and when required basis.
- Must maintain daily bus logbook
- The bus shall not leave the designated premises or assigned duty points for any purpose without prior authorization from the designated authority of the Company.
- GPS Tracking and Reporting: Each bus shall be equipped with the latest GPS tracking devices. The Contractor shall provide full access to GSPL for the tracking system, including an application or website for real-time location monitoring of employees. Contractor must ensure that the device will work efficiently all the time and will submit the report of bus usage as per requirement of the company on monthly basis.
- Vinyl stickers for Company's logo & Name to be pasted on front & back side of the Buses (appx. 6 ft X 1.5 ft) and both the sides (appx. 12 ft X 2.5 ft) of each Bus, at no extra cost to the company. Details shall be provided to successful bidder.
- Beyond the fix KM, per km rate shall be applicable for the actual usage of the services.
- Entry tax, parking charges, toll tax etc. during on duty services shall be reimbursed at actual on submission of original receipts along with respective monthly vehicle invoices.
- The agency shall be responsible for the safe custody of bus after service hours including parking and security arrangements as appropriate
- Any fine on account of RTO regulations, over-speeding, parking challan etc., shall be borne by the Contractor only.
- Bidder to refer Service Level Agreement (GeM) applicable for the tender.

Further the Agency shall, unless specifically excluded in the Contract, perform all such work and/or supply all such Goods not specifically mentioned in the Contract but that can be reasonably inferred



SECTION-VI DETAILED SCOPE OF WORK

from the Contract for satisfactory performance of the Scope of Work under the Contract as if performance of such Work and/or supply of Goods were expressly mentioned in the Contract.



SECTION-VII

FORMS & PROCEDURES

(Attached Separately)



SECTION–VIII

PRICE BID FORMAT (SOR)

(Attached Separately)



SECTION-IX

INFORMATION FOR E-TENDER PORTAL



- 1) Bidder should submit the bids online through Government e Marketplace (GeM) portal.
- 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>



SECTION-X

Check list for bid submission

(Attached Separately)



SECTION-XI

PRE-BID QUERIES FORM

(Attached Separately)



Gujarat State Petronet Limited

The Energy Lifeline of Gujarat

QUALITY, HEALTH, SAFETY AND ENVIRONMENT POLICY

GSPL commits a high level of QHSE performance to ensure effective and efficient management of Natural Gas Grid with continual improvements so as to provide reliable natural gas transmission in a safe working environment.

GSPL is committed to:

- Maintain an organizational culture of Occupational Health, Safety, Environmental and Quality excellence by conducting its business in a manner that will promote consistent sustainable development.
- Safe work, resource conservation, waste management to reduce pollution and emergency response measures for continual improvement in QHSE performance.
- Plan, design, construct, operate & maintain its facilities while assuring the best material and service quality and operate in a way that mitigates and minimizes risks and hazards.
- Prevention of ill-health, injuries and protection of environment by adopting best Occupational Health, Safety and Environment practices, carrying out periodic risk assessments, audits, reviews, inspections and regular sharing awareness and involving employees and concerned stakeholders in consultation and participation.
- Comply with legal, regulatory and other requirements applicable for natural gas business as a responsible corporate.
- Provide appropriate resources and PPEs to its employees.
- Focusing on teamwork and stakeholder satisfaction, by adopting new technologies in its business, maintaining availability of Gas Grid to meet relevant interested parties' requirements and reviewing of process and performance of QHSEMS on regular basis.
- Promote use of Sustainable and Renewable energy with preservation of Natural Resources and reduce harmful overall environmental impact to Air, Water, Land and Climate Change in all our operations. Ensure protecting Bio-diversity in all our operations.
- GHG emission reduction to contribute to mitigate effects of Global Warming.
- Investigate HSE incidents and ensure its recommendations are implemented across the organization to prevent reoccurrence.
- Encourage interested parties to demonstrate commitment for continual improvement.
- Ensure compliance with the policy through a process of training and awareness.
- Communicate openly with all relevant interested parties on Quality, Occupational Health, Safety and Environmental management issues.
- Delegate power to employees to implement the company's policy on Quality, Occupational Health, Safety and Environment.

Date : 31.03.2023

Revision : 09


Milind Torawane, IAS
Joint Managing Director

LIST OF FORMS

FORM F-1 BID FORM AND APPENDIX TO BID FORM (FORM F-1A)
FORM-2 BIDDER'S GENERAL INFORMATION
FORM-3 SELF-DECLARATION FOR LEGAL PROCEEDING
FORM-4 PERFORMA FOR DECLARATION OF BLACKLISTING / HOLIDAY LISTING
FORM-5 NO DEVIATION CERTIFICATE
FORM-6 ACCOUNTING CERTIFICATE
FORM-7 MAJOR ORDERS SUCCESSFULLY COMPLETED WITHIN LAST 7 YEARS
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FORM-10 DECLARATION OF INTEREST WITH DIRECTORS/ EMPLOYEES OF GSPL
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FORM-15 PROFORMA OF BANK GUARANTEE FOR BID SECURITY-EMD
FORM-16 PROFORMA FOR PERFORMANCE GUARANTEE – UNCONDITIONAL
FORM-17 PROFORMA FOR CONFIDENTIALITY AGREEMENT

FORM F-1 BID FORM AND APPENDIX TO BID FORM (FORM F-1A)

{Required on company's letter head}

To,
Gujarat State Petronet Ltd.,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Name of the work:

Bidding Document No.:

Dear Sir,

After examining/reviewing the bid documents for above mentioned Tender, including technical specifications, drawings, IFB, ITB, GCC, SCC, SOR etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute Facility in conformity with the said Bid Documents, including Addenda issued, if any.

Enclosed herewith is the Appendix to the Bid form duly completed and signed.

We understand that Bid Documents are not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Contract and completeness of the Facility in all respects within the time frame and agreed price.

We understand that you are not bound to accept any or all the bids that you may receive.

SEAL AND SIGNATURE

DATE:

APPENDIX TO BID FORM (FORM F-1A)

{Required on company's letter head}

Bid Validity Period:	120 Days (refer Section-II/ITB/Clause 15)
Contract Period:	Five (5) years from the date of commencement of work mentioned in Notification of Award. (refer Section-V/SCC/GCC Clause 8)
Amount of Performance Guarantee:	10% of the Awarded Annual Contract Value (incl. GST) within thirty (30) days from the date of issuance of Notification of Award. (refer Section-III/BDS/ITB Clause 43)
Liquidated Damages:	-
Penalty:	As per Section-V SCC (GCC Clause 51)
Period of defect liability	-

SEAL AND SIGNATURE

DATE:

FORM-2 BIDDER'S GENERAL INFORMATION*{Required on company's letter head}*

To,
Gujarat State Petronet Ltd.,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Name of the work:**Bidding Document No.:**

SN	Details	Submitted by Bidder
1	Bidder Name (Company name)	
2	Supplier/ Contractor/ Manufacturer/ Dealer/ Trader	(Select one of the appropriate options)
3	MSME, NSIC, SSI registration, if any	
4	Year of operation since	
5	Address of Registered Office	(Detailed Address) (City) (State) (Country) (PIN-ZIP)
	Operation/factory Address if different from above	(Detailed Address) (City) (State) (Country) (PIN-ZIP)
	Phone Number	(Country Code) (Area Code) (Telephone Number)
	Fax Number	(Country Code) (Area Code) (Telephone Number)
	E-mail address	
	Website	
6	Bidder's single point contact person	Name:
		Mobile No.: (Country Code) (Mob. Number)
		E-mail address:
7	Banker's Details	(Banker's Name)
		(Branch, City)
		(Branch code)
		(IFSC Code)
		(Bank Account No.)
8	ISO Certification, if any	
9	Reg. under Company's act 1956/ 2013	(Registration no.) (Registration date)
10	PAN No.	
11	EPF No.	
12	GST No.	

13	Address registered as per GST	
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Note:

- 1) Kindly mention “Not Applicable” where field is not associated with your firm.
- 2) The above-required information’s are required on the bidder’s letterhead.

SEAL AND SIGNATURE

DATE:

FORM-3 SELF-DECLARATION FOR LEGAL PROCEEDING

{Required on company's letter head}

To,
Gujarat State Petronet Ltd,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Name of the work:

Bidding Document No.:

Dear Sir,

We have not initiated any **legal action/ litigation** against GSPL or any of the GSPC group company. Further, GSPL or any of the GSPC group company has also not initiated inquiry/ legal action/ litigation against us.

We confirm that we are not under any **insolvency, liquidation, court receivership** or other similar legal proceedings.

We certify that all the available **input credits** have been duly factored by us in quoting the bid price (SOR).

We confirm that no contract awarded to the Bidder, pertaining to the subject tender category, is **terminated**; and no Earnest Money Deposit (EMD)/ Bank Guarantee, pertaining to the subject tender category, is **forfeited** by the GSPL and GSPC Group Companies in the last 3 (Three) years (reckoned from the tender publishing date), due to non/poor performance or non-fulfilment of the obligations by the bidder as per the Tender / Contract terms and conditions.

Occurrence of any of the above-mentioned events during execution period, if any, will make the bidder liable for disqualification for further tenders/contract execution, at the sole discretion of the Owner.

SEAL AND SIGNATURE

DATE:

FORM-4 PERFORMA FOR DECLARATION OF BLACKLISTING / HOLIDAY LISTING

{To be stamped and notarised in accordance with the Stamp Act}

To,

GUJARAT STATE PETRONET LTD.,
GSPL Bhavan, Plot No. E-18,
GIDC Electronic Estate,
Sector No -26, Gandhinagar - 382 028,
Gujarat, India

Name of the work:

Bidding Document No.:

I/We hereby certify and affirm that:

1. I/We are not put on "Holiday" by GSPL or GSPC Group Companies or Public Sector Project Management Consultant (like EIL, Mecon) or banned/blacklisted by Government department/public Sector Undertaking on due date of submission of bid. Further, neither we nor our allied agency/(ies) are on banning list of GSPL or GSPC Group or the Ministry of Petroleum and Natural Gas.
2. I/We undertake to promptly inform the Owner, in writing, in case there is any change in status of the declaration prior to award of contract.
3. I/We acknowledge and agree that it is our sole responsibility to inform about our status regarding Point 1 herein above on due date of submission of bid and during the course of finalization of the tender.

I/We further understand and accept that if this declaration, or any part thereof, is found to be false or inaccurate at any stage, it shall be considered a **misrepresentation of facts** and shall lead to immediate action against the Bidder, including: a. The **rejection of our bid**. b. The **forfeiture of the Bid Security (EMD)**. c. In case the Contract has been awarded, the **immediate termination of the Contract without any notice period**, and the **forfeiture of the Performance Bank Guarantee (PBG) and/or Security Deposit (SD)**, as may be applicable. Further, I/we shall be put on blacklist / holiday list of debarring us from future business with Owner.

In case of a consortium, both the members of consortium shall submit this declaration individually.

Place:

Signature of Bidder

Date:

Name of Signatory

FORM-5 NO DEVIATION CERTIFICATE

{Required on company's letter head}

To,
Gujarat State Petronet Ltd,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Name of the work:

Bidding Document No.:

Dear Sir,

We confirm our **acceptance of above referred tender** in totality which comprising of RFP, T&C, Specifications, Forms & Procedures, Price bid format, Addendums, Corrigendums, Clarifications etc. and withdraw all deviations raised by us, if any.

SEAL AND SIGNATURE

DATE:

FORM-6 ACCOUNTING CERTIFICATE

{Required CA certified}

Bidder's Name:

Annual Turnover data:

Financial Year	Amount (INR)
FY 2024-25	
FY 2023-24	
FY 2022-23	

Net-worth:

As on date	Amount (INR)
31.03.2025	

Note:

1) Above data has to be certified by practicing Chartered Accountant.

SEAL AND SIGNATURE OF CA

DATE:

FORM-7 MAJOR ORDERS SUCCESSFULLY COMPLETED WITHIN LAST 7 YEARS

{Required on company's letter head}

SN	Name of Client	Description of the Work as per Contract (WO)	Work Order (WO) No.	WO date	WO Amount (in INR)	Actual work done amount (in INR)	Actual completion dt	Completion certi. No. & date	Concern officer's details who has issued Contract OR their coordinator to validate the details
Ex.	ABC		XYZ	01.01.2019	123	01.01.2019	15.07.2020	70%	Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
1									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
2									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
3									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
4									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
5									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:

Note: If required, supporting documents shall be asked for further review.

SEAL AND SIGNATURE

DATE:

Section-VII (Forms & Procedures)

Tender: Staff Bus Hiring Services (4 Buses)

GSPL-GeM Bid No.: GEM/2026/B/7067224

FORM-8 MAJOR ORDERS IN HAND

{Required on company's letter head}

SN	Name of Client	Description of the Work as per Contract (WO)	Work Order (WO) No.	WO date	Contract Value (in INR)	St dt of Contract	End dt of Contract	Completion of work as on dt (in %)	Concern officer's details who has issued Contract OR their coordinator to validate the details
Ex.	ABC		XYZ	01.01.2019	123	01.01.2019	15.07.2020	70%	Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
1									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
2									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
3									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
4									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:
5									Name: Contact No.: (+91) (STD Code) (LL No.) Mobile No. (+91) (mob. No.) E-mail:

Note: If required, supporting documents shall be asked for further review.

SEAL AND SIGNATURE

DATE:

FORM-9 CERTIFICATE FOR SUCCESSFUL BIDDER

{Required on company's letter head}

To,
Gujarat State Petronet Ltd,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Name of the work:

Bidding Document No.:

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the bid documents award is given to us, the following certificate shall be automatically enforceable:

“We agree and acknowledge that the Employer is entering into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Contract, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an Authorized Representative, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Contract”.

SEAL AND SIGNATURE

DATE:

FORM-10 DECLARATION OF INTEREST WITH DIRECTORS/ EMPLOYEES OF GSPL

{Required on company's letter head}

Name of the work:

Bidding Document No.:

With reference to our submission of Bid for above referred tender invited by Gujarat State Petronet Ltd. (GSPL), we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director/Employee of GSPL;
- (ii) We are not a firm in which a Director, Manager of GSPL or his relative is a partner;
- (iii) I am not a partner in a firm in which a Director of GSPL or his relative is a partner;
- (iv) We are not a private company in which a Director of GSPL is a Member or Director;
- (v) We are not a company in which Directors of GSPL along with his relatives holds more than 2% of the paid-up share capital of our company or vice-versa.
- (vi) None of the Directors on the Board of our company is accustomed to act in accordance with the advice, directions or instructions of a director or manager of GSPL except when such advice, directions or instructions are given in professional capacity

[Note-1: Relative for the purpose of this declaration would mean the term 'relative' as defined under section 2(77) of the Companies Act, 2013.]

[Note-2: If the bidder is related to director/employee of GSPL in any manner as provided in Sr no (i) to (vi) above, bidder to provide the specific details e.g. name of the director/employee with whom the bidder is related/concerned and the nature of interest/concern]

SEAL AND SIGNATURE

DATE:

FORM-11 APPLICABILITY OF GST
(On bidder's letter head duly stamped & signed)

To,
Gujarat State Petronet Ltd,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Name of the work:
Bidding Document No.:

Dear Sir,

For referred to above tender, following tax code shall be applicable;

HSN (8 digit)/ SAC (6 digit)	Applicable rate of GST (%age)	
	GST	Cess
(insert)	(in %age)	(in %age)

Bidder to fill SAC Code and GST rate in 'age', as may be applicable for the referred work.

SEAL AND SIGNATURE

DATE:

FORM-12 HSE CASE STATISTICS

To,
Gujarat State Petronet Ltd,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Dear Sir,

HSE particular details for last five (5) financial years are as mentioned below;

SN	Cases (in nos.)	FY 24-25	FY 23-24	FY 22-23	FY 21-22	FY 20-21
1	Fatality Cases					
2	Compensation Cases					
3	Environmental Cases					
4	Fire Cases					

We confirm that above furnished details are correct and complete in all respects.

SEAL AND SIGNATURE

DATE:

FORM-13 SUB-CONTRACTORS PROPOSED FOR THE WORK

{Required on company's letter head}

----- Not Applicable -----

FORM-14 DECLARATION FOR BID SECURITY (EMD) – to be filled by the bidders eligible for exemption on account of Gujarat State Procurement Policy (ref. Section-III/BDS/ITB Cl. 11)
{on bidder's letter head}

Date:

To:

GUJARAT STATE PETRONET LIMITED

Gujarat State Petronet Limited,

GSPL Bhavan, Plot No E-18, GIDC Electronic Estate,

Sector – 26, Gandhinagar – 382024, Gujarat, India

Phone No: +91-79-23268500

Fax No: +91-79-23268506

Name of the work:

Bidding Document No.:

WHEREAS [name of Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated [date of Bid] for the performance of the above-named Contract (hereinafter called “the Bid”)

I / We. The undersigned, declare that:

I / We understand that, according to Tender terms & conditions, Bids must be supported by Declaration for Earnest Money Deposit (EMD) / Bid Security.

I / We understand that we will be put on holiday list for a period of three (3) years from the date of written notice from GSPL. Owner, if we are in breach of our obligation(s) as per the followings;

- (i) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the Bid Form; or
- (ii) Having been notified of acceptance of our Bid / issued Letter of Award by GSPL during the period of bid validity:
 - a. Fail or refuse to execute the contract, if required; or
 - b. Fail or refuse to furnish the Performance Bank Guarantee (PBG) / Performance Security, in accordance with terms & conditions of Tender / RFP.

I / We understand this Declaration for Earnest Money Deposit (EMD) / Bid Security shall cease to be valid if I/ We are not the successful bidder, upon the earlier of:

- i. The receipt of GSPL's notification of the name of the successful bidder; or
- ii. Thirty (30) days after expiration of the validity of my / our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the EMD declaration)

Name: (insert complete name of person signing the EMD declaration)

Duly authorized to sign the Bid for and on behalf of {insert complete name of bidder}

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where applicable)

(Note: in case of Joint Venture, the EMD declaration must be in the name of all members to the Joint Venture that submits the Bid)

FORM-15 PROFORMA OF BANK GUARANTEE FOR BID SECURITY-EMD

(To be stamped in accordance with the Stamp Act)

Ref _____ Bank Guarantee No _____

Date _____

To,
Gujarat State Petronet Ltd,
GSPL Bhavan, Plot No. E-18,
Near K-7, GIDC Electronic Estate, Sector-26,
Gandhinagar-382028, Gujarat (INDIA).

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference no. _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said
tender for _____.

As an irrevocable Bank Guarantee against Earnest Money for the amount of INR _____ is
required to be submitted by the Tenderer as a condition precedent for participation in the said tender
which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender
document.

We, the _____ Bank at _____
having our Head Office _____
(Local Address) guarantees and undertakes to pay immediately on demand without any recourse to the
tenderers by Gujarat State Petronet Ltd the amount _____ without any reservation,
protest, demur and recourse. Any such demand made by GSPL, shall be conclusive and binding on us
irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid upto _____ [this date should be 6
months from the last date of bid submission]. If any further extension of this guarantee is required, the
same shall be extended to such required period on receiving instructions from M/s
_____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

(Signature)

(Name)

(Signature)

(Name)

Designation with bank stamp

(Official Address)

Attorney as per Power of Attorney No.: _____

Date: _____

INSTRUCTIONS FOR FURNISHING BID SECURITY (BG)

- 1) The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
- 2) The expiry date as mentioned in bid document should be arrived at by adding 60 days to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
- 3) The bank guarantee by bidders will be given from bank as specified in RFP.
- 4) A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
- 5) Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax/. From where the earnest money bond has been issued.

FORM-16 PROFORMA FOR PERFORMANCE GUARANTEE – UNCONDITIONAL

[Should bear the stamp duty of appropriate value]

[From a scheduled bank]

Date: _____

Loan / Credit No: _____

IFB No: _____

[Name of Contract]

To: *[Name and address of Owner]*

Subject: Bank Guarantee No. [insert]

WHEREAS, [insert] a company incorporated under [insert] having its registered office at [insert] and (hereinafter referred to as the **“Contractor”** which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) has entered into a Contract for _____ for [insert description of the Project] at [insert location State of Gujarat, India], dated [insert] (hereinafter such agreement, as amended modified or supplemented, referred to as the **“Contract”**) with Gujarat State Petronet Limited, a company duly incorporated and existing under the laws of India having its registered office at [insert] (hereinafter referred to as the **“GSPL/Owner”** which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS, it has been stipulated under Clause 7 of Terms & Conditions (T&C) that the Contractor is obliged to furnish to GSPL an irrevocable, unconditional, first demand bank guarantee issued by specified banks / financial institutions acceptable to GSPL, for a sum equal to ____% (_____ percent) of the Contract Value for the due performance by the Contractor of the Contract.

AND WHEREAS, [insert] having its registered office at [insert] and a branch office at [insert name of city in India] India, hereinafter referred to as the **“Bank”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a scheduled bank in India and acceptable to GSPL, has at the request of the Contractor agreed to issue this performance bank guarantee in favour of GSPL.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

- 1) The Bank hereby undertakes the pecuniary responsibility of the Contractor to GSPL for the due performance of the Contract and for the payment of any money by the Contractor to GSPL and hereby issues in favour of GSPL this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the **“Guarantee”**) on behalf of the Contractor in the amount of Indian Rupees _____[insert] (insert an amount equal to ____% (_____ percent) of the Contract Price. (hereinafter referred to as the **“Guarantee Amount”**.)
- 2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to GSPL without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written

demand from GSPL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees _____[insert] (insert an amount equal to ____% (_____percent) of the Contract Price) without GSPL needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between GSPL and the Contractor in respect of the performance of the Contract or moneys payable by Contractor to GSPL or any matter whatsoever related thereto.

- 3) The Bank acknowledges that any such demand by GSPL of the amounts payable by the Bank to GSPL shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to GSPL.
- 4) The Bank hereby waives the necessity for GSPL from demanding the aforesaid amount or any part thereof from the Contractor and also waives any right that the Bank may have of first requiring GSPL to pursue its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
- 5) The Bank further unconditionally agrees with GSPL that GSPL shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract,
 - (ii) extend and/or postpone the time for performance of the obligations of the Contractor under the Contract, or
 - (iii) forbear or enforce any of the rights exercisable by GSPL against the Contractor under the terms and conditions of the Contract

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of GSPL or any indulgence by GSPL to the Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

- 6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by GSPL to timely pay or perform any of its obligations under the Contract.
- 7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that GSPL receives the full amount due hereunder as if no such withholding had occurred.
- 8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in

constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Contractor or any other circumstances whatsoever.

- 9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by GSPL to secure the performance of the obligations of the Contractor under the Contract.
- 10) The Bank agrees that GSPL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Contractor.
- 11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after *[insert]* (insert the date as per Clause 15).
- 12) This Guarantee shall not be assigned by the Bank without prior written consent of GSPL.
- 13) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India and the courts at [Gandhinagar], Gujarat shall have exclusive jurisdiction over all matters arising out of or relating to this Guarantee.
- 14) The Bank has the power to issue this Guarantee in favour of GSPL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees _____*[insert]* (insert an amount equal to _____% (_____ percent) of the Contract Price).
- 15) Notwithstanding anything contained herein, this Guarantee shall be valid up to _____.
Any claim under this Guarantee must be received by us before the expiry of the validity period of the Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of GSPL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 16) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- 17) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this [insert] day of [insert] 2020.

(Signature)

[insert name of signatory]

[insert designation of signatory]

(Duly authorized representative)

Vide power of attorney No. [insert]

Dated [insert]

Witness

[insert]

[insert]

FORM-17 PROFORMA FOR CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the _____ **BETWEEN:**

- 1) **Gujarat State Petronet Limited** a company having its registered office at GSPC Bhavan, Sector11, Gandhinagar Gujarat 382010 (hereinafter referred to as "**Disclosing Party**" which expressions shall unless repugnant to the context include its successors and assigns), and
- 2) _____ (Name of Contractor), a company incorporated under the Companies Act,1956 having its registered office at full address of registration, hereinafter referred to as "**Receiving Party**", which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the "Parties".

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information, and has agreed to disclose to the Receiving Party the Confidential Information on a strictly confidential basis for the purpose of your appointment through our LOA No: _____ dt. _____ for " _____ " ("Purpose") and on the terms and conditions set out below.

NOW IT IS HEREBY AGREED as follows:

1. CONFIDENTIAL INFORMATION

- 1.1 **Definition:** The term "**Confidential Information**" for the purpose of this Agreement shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including the Receiving Party's directors, officers, employees, affiliates, or its expressly authorized representatives or agents (collectively referred to as "**Representatives**"). For avoidance of doubt, "**Confidential Information**" shall be deemed to include (without limitation) the following types of information and other information of a similar nature marked as 'Confidential', whether or not set forth in writing: any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies.

1.2 **Not Within Definition:** Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:

- a) is now or subsequently becomes publicly known or available without breach of this Agreement;
- b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party;
- c) Subject to the provisions of Clause 5 is required to be disclosed by law.

1.3 Confidential information shall not be deemed to be publicly available by reason only that it is known to a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be publicly available by reason only of each separate portion being so available.

2. OBLIGATION OF CONFIDENTIALITY

2.1 **General Obligation:** In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to use and to procure that it or its Representatives, use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms of this Agreement.

2.2 **Purpose:** The Receiving Party undertakes that it and its Representatives shall make use of the Confidential Information solely for the Purpose of the Agreement or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. The Confidential Information received by the Disclosing Party is subject to confidentiality obligations and the Receiving Party shall also be subject to the confidentiality obligations with respect to such information. Save as expressly provided hereunder, nothing in this Agreement shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party. All information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including the Receiving Party's directors, officers, employees, affiliates, or its expressly authorized representatives or agents are strictly confidential and shall not be divulged by receiving party to any third party during the term of this contract or thereafter for a period of five (5) years without Disclosing Party's prior written consent.

2.3 **Representatives:** The Receiving Party shall take all reasonable steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly authorized by it to and whose duties require

them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. Prior to making any disclosure of such Confidential Information as permitted under this clause, the Receiving Party will procure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for Purpose.

The Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives and any act or omission by any of its Representatives which would constitute a breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

2.4 Reproduction: Except for the purposes of this Agreement, the Receiving Party shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives without the prior written permission of the Disclosing Party.

2.5 Control, Storage and Return: The Receiving Party shall use its best efforts to keep separate all Confidential Information from all documents and other records of the Receiving Party. The Receiving Party shall also use its best efforts to ensure the security and control of any Confidential Information by using such measures and/or procedures as it uses in relation to its own confidential information and trade secrets. The Receiving Party shall procure that all persons to whom it has disclosed Confidential Information shall, at the Receiving Party's expense, within fourteen (14) working days of written notice from Disclosing Party:

2.5.1 Return to Disclosing Party all original and copy documents containing Confidential Information (including analyses, studies, compilation and other materials derived from the Confidential Information but excluding all documents produced by the Receiving Party for record and reporting purposes); and

2.5.2 Permanently remove all Confidential Information from any computer disk or other device containing Confidential Information.

3. PROPERTY OF THE PARTIES

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

4. DISCLOSURE SUBJECT TO THE DISCRETION OF THE DISCLOSING PARTY

Nothing in this Agreement shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party or its Representatives. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether Confidential Information is suitable or necessary to be so disclosed.

5. DISCLOSURE DUE TO COURT ORDER/GOVERNMENTAL ACTION

In the event that the Receiving Party or any of its Representatives are obligated to disclose any Confidential Information as a result of a court order or pursuant to governmental action or other requirement of law, the Receiving Party shall, immediately give a written notice the Disclosing Party prior to such disclosure so that the Disclosing Party is given an opportunity to object to or make recommendations for such disclosure, which shall be binding on the Receiving Party.

6. REPORTING UNAUTHORISED DISCLOSURE, MISAPPROPRIATION OR MISUSE OF CONFIDENTIAL INFORMATION

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

7. NO REPRESENTATION, WARRANTY OR GUARANTEE

No Confidential Information received by the Receiving Party from the Disclosing Party shall constitute representations, warranties guarantees upon which the Receiving Party may rely and the Disclosing Party shall assume no responsibility, obligation nor liability in this regard to the Receiving Party.

8. ASSIGNMENT

The Receiving Party shall not have the right to assign this Agreement (or any part hereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is a material breach of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties named herein and their respective successors and assigns.

9. REMEDY FOR BREACH

Damages for breach of contract by one party consist of a sum equal to the loss suffered by the other Party as a consequence of the breach, including loss of business opportunity, costs of business interruption, charges, expenses, damages or loss which may be incurred or suffered by the other party. The Receiving Party (for itself and behalf of its Related Persons) acknowledges

and agrees that damages alone may not be an adequate remedy for breach by the Receiving Party or any of its Representatives, and that the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of the provisions of this Agreement by the Receiving Party and/or any of its Representatives may be more appropriate remedies.

10. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective upon its execution by both Parties.

11. NOTICES

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

12. WAIVER

Failure delay or neglect by the Disclosing Party to enforce at any time any of the provisions hereof shall not be construed nor be deemed to be a waiver of the Disclosing Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Disclosing Party's rights to take subsequent action. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party shall not constitute a waiver by such party of the right to pursue any other available remedies.

13. SEVERABILITY

If any provision (or part thereof) of this Agreement is held to be a violation of any applicable law, the same shall be deemed to be deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this Agreement. Notwithstanding the foregoing, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable alternative provision in place of the provision so deleted.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. This

Agreement shall not be modified or any rights under it waived except by a written document executed by all parties.

14.2 This Agreement is signed in two counterparts, each of which is an original and both of which taken together constitutes one and the same instrument.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. In the event any dispute amongst the Parties, arising out of or in connection with this Agreement cannot be resolved between parties, the dispute shall be then referred to and finally resolved by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for arbitration shall be in Gandhinagar. The arbitration shall be in English and shall be binding on both the Parties.

16. AGREEMENT NOT TO NON-CIRCUMVENT

The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with said sources, without the specific permission of the Party who made the said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this agreement and not to any other Assignment or business.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signed by _____

For and on behalf of

Disclosing Party

Name: Mr.

Title : Head - Procurement

In presence of:-

Name:

Title:

Signed by

For and on behalf of

Receiving Party

Name:

Title:

In presence of:-

Name:

Title:

(Amount in INR)

SN	Hiring of Staff Bus Services (Vehicle Type - AC Diesel)	Monthly Fix Running KM	No of Vehicles	Monthly Rate Per Vehicle (incl. GST)	Total Amount incl. GST for the exeuction period of 60 months, considering GeM formulation
a	b	c	d	f	$g=d*f*((365*5)+1)/30$
1	Staff Bus (40-42 Seating capacity)	1700	1		-
2	Staff Bus (31-33 Seating capacity)	2000	2		-
3	Staff Bus (19-21 Seating capacity)	2000	1		-
Total Amount (incl. GST) for the period of 36 months:					-

Notes:

1	Given Schedule of Rates (SOR) to be treated in conjunction with Scope of Work/services/supply and terms & conditions given along with enquiry documents.
2	The above prices are for the complete scope of wok /services/ supplies as defined in the bid/enquiry document. Any materials, works/services required for completion of the work as per scope but not defined in the SOR (schedule of rates), the same is deemed to be included in the quoted price as above.
3	The total cost incl. GST for the execution period (G9) based on GeM default formula, shall be taken in to consideration for evaluation purpose and issuance of the GeM Contract only. Actual execution period shall be considered as "60 months" from the date of commencement of services mentioned in Notification of Award.
4	Bidder to submit bid for all the line items (sr. no. 1,2 & 3). If not quoted for any of the line item, bid shall not be evaluation further. Evaluation shall be carried out on total cost to the company basis.
5	The rates quoted by bidder shall include Operational & Service charges, lubrication, repairing, maintenance, Insurance of vehicle, salary of man-powers, profit margin or any other charges as may be required to execute the work as defined in tender documents. Extra km charges beyond monthly fix running KMs shall be payable extra as per tender provisions. Entry tax, Parking charges and toll tax during on duty services shall be reimbursed at actual on submission of original receipts. No other charges shall be payable on what so ever account.
6	Reverse Charge Mechanism (RCM) in GST shall be applicable @5%. Forward Charge Mechanism (FCM) in GST shall be applicable @ 12%. Bidder may consider GST as may be applicable to them.
7	Withholding tax shall be applicable on the entire contract value as per the prevailing rate.
8	Company shall deduct all necessary taxes from source before making the payment and no further payment / compensation shall be made for such deductions.
9	GSPL reserves the right to reject any or all bid without giving any reason whatsoever.
10	Reverse Auction amongst qualified bidders shall be carried out through E-auction portal as per set-forth criteria of tender.

Tender: Staff Bus Hiring Services (4 Buses)
GSPL-GeM Bid No.: GEM/2026/B/7067224

SECTION-X: CHECK LIST FOR BID SUBMISSION	
Name of Documents	Reference to clause
Stage-1 Technical Documents	
1) Bid Security (Earnest Money Deposit): INR 1,25,000/- OR To claim exemption of EMD, following 3 documents to be submitted by bidder. a) MSE Registration certificate b) NSIC/CSPO Registration certificate c) Self-declaration for Bid Security (Section-VII/Form-12) <i>Note: EMD exemption shall not be considered if any of the doc. found missing from above mentioned list. Bidder shall not be eligible for further evaluation in case of non-compliance of EMD requirement.</i>	Section-I IFB/ Cl. 4)
2) A copy of Cancelled Cheque	Section-VII/Form-2/pt 7
3) Major Orders Successfully Completed Within Last 7 Years	Section-I IFB/ Cl. 3.1; Section-VII/Form-7
4) Experience (Technical) criteria of BQC <i>Bidder to submit WO and its completion certificate in compliance to the criteria; "Bidder must have experience of providing staff/school bus services (commercially registered passenger vehicle - Heavy Motor Vehicles/HMV) for minimum Two (2) buses under One (1) Single Contract having successful execution for minimum 12 months, within last Seven (7) years from the date of NIT".</i>	Section-I/IFB/Cl. 3.1
5) Financial Qualification Criteria <i>Bidder to submit Accounting Certificate certified by practicing Chartered Accountant (Section-VII/Form-5) in compliance to the criteria; "Bidder shall have positive net worth as per audited accounts as on 31.03.2025; And, The Bidder shall have minimum average annual turnover of INR 1.10 Cr., for the last three (3) financial years from the date of Notice Inviting Tender (NIT) i.e. FY 2024-25, 2023-24, 2022-23".</i>	Section-I/IFB/Cl. 3.2; Section-VII/Form-6
6) Audited Statement of Account for FY 2024-25 <i>Bidder to submit detailed Annual Reports [Balance Sheet and Profit & Loss Account Statement]</i>	Section-I/IFB/Cl. 3.2.2
7) Audited Statement of Account for FY 2023-24 <i>Bidder to submit detailed Annual Reports [Balance Sheet and Profit & Loss Account Statement]</i>	Section-I/IFB/Cl. 3.2.2
8) Audited Statement of Account for FY 2022-23 <i>Bidder to submit detailed Annual Reports [Balance Sheet and Profit & Loss Account Statement]</i>	Section-I/IFB/Cl. 3.2.2
9) A copy of PAN card/registration	Section-I/IFB/Cl. 3.3.1
10) A copy of GST registration certificate	Section-I/IFB/Cl. 3.3.2
11) Proof of full-fledged working office in Ahmedabad/Gandhinagar	Section-I/IFB/Cl. 3.3.3
12) Declaration of Blacklisting / Holiday Listing <i>Duly executed on a non-judicial stamp paper of Rs. 300</i>	Section-I/IFB/Cl. 3.4.1; Section-VII/Form-4
13) Self-declaration For Legal Proceeding	Section-I/IFB/Cl. 3.4.2 & 3.4.3; Section-VII/Form-3
14) Self-declaration for "No Deviation"	Section-VII/Form-5
15) Bid Form & Appendix to Bid Form (Form F-1A)	Section-VII/Form-1
16) Bidder's General Information	Section-VII/Form-2
17) Major Orders In Hand	Section-VII/Form-8
18) Certificate for successful bidder	Section-VII/Form-9
19) Self-declaration of Interest With Directors/ Employees of GSPL	Section-VII/Form-10
20) Applicability of GST	Section-VII/Form-11
21) HSE Case Statistics	Section-VII/Form-12
Stage-2 Price Bid (SOR)	
1) Scan copy - Duly filled, signed & stamped	Section-VIII (SOR)

Note:

- Bidder has to upload a soft copy documents **as listed above** in respective stages, on E-tender platform.
- ORIGINAL DOC.:** Bidder has to submit **Bid Fees & EMD** (as may be applicable as per RFP) in original (in case of DD/BG), to GSPL office before last date of bid submission. If electronic transfer, kindly intimate through e-mail and upload doc. on E-tender portal.

Tender: Staff Bus Hiring Services (4 Buses)
GSPL-GeM Bid No.: GEM/2026/B/7067224

SN	Bid Reference					Bidder's Queries/ Observation/Comments	GSPL's Response
	Section	Clause No.	Clause heading	Page no.	Original Clause as per Tender doc.		
Name of Bidder:							
For ex.	Section-II	10.0	Language of bid	16	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Owner, shall be English Only.	abc	xyz
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: Queries must be submitted in this format only through e-mail on GSPL's contact details before deadline of query submission date as provided in RFP/ Amendments/ updated during pre-bid meeting.