



GUJARAT GAS



Gujarat Gas Limited (GGL)

Registered Office

**Gujarat Gas CNG Station,
Sector 5/C,
Gandhinagar - 382006
Gujarat**

Tender for Setting up of Non-Fuel Revenue (NFR) Facilities at

GGL's COCO CNG Stations

Ref. No. GGL/TENDER-NFR/2023-24/001

Tender Date ...

1st January 2024

Last Date of Bid Submission: February 1, 2024

Response to the Tender shall be submitted at the following address

**Kind Attention: Senior Vice President - Marketing, Business Development, IT&ERP
Gujarat Gas Limited
9th Floor, Avdhesh House,
Opp. Shri Govind Gurudwara,
S. G. Highway,
Ahmedabad - 380054, Gujarat**

Notwithstanding anything contained herein, GGL reserves the right to accept or reject any application/response and to annul the Tender process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereto. In the event that GGL rejects or annuls all or any of the Applications, it may, at its discretion, invite submit fresh response/applications. GGL also reserves its right to modify the tender and terms and conditions. Accordingly, applicants agree to the changes, and if GGL so wishes, respond with modified application.

This notice does not in any manner impose any legal obligations on GGL or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written contract between GGL and the party claiming such contractual obligations or rights

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A. Interest for Setting up NFR Facilities at GGL CNG COCO Stations

Gujarat Gas Limited (formerly known as GSPC Distribution Networks Limited), is India's largest City Gas Distribution entity with its presence spread across 44 Districts in the State of Gujarat, Punjab, Haryana, Madhya Pradesh, Rajasthan and Union Territory of Dadra & Nagar Haveli making GGL a PAN India Company.

GGL has India's largest customer base in Domestic, Commercial and Industrial segments. The company has more than 37,000 (Thirty-Seven Thousand) kms of gas pipeline network. It has more than 800 CNG stations and distributes approximately 9 mmscmd of natural gas to more than 20.25 lakh households, approximately 3.5 lakh CNG vehicles (serving per day) and to over 4,300 (Four Thousand and Three Hundred) industrial customers.

Gujarat Gas Limited (GGL) operates in the country's largest network of CNG stations in Urban, Highways & Rural market segment across Gujarat, Punjab, Haryana, Madhya Pradesh, Rajasthan and Union Territory of Dadra & Nagar Haveli India. Many of these CNG stations have built-up structures as well as open spaces available for non-fuel ventures. GGL is planning to develop non-fuel facilities and amenities on these fuel stations utilizing these assets for the convenience of the customers coupled with revenue generation. The main objective of setting up of NFR is to provide services of various categories to customers at a single doorstep.

With a view to provide outstanding driver and vehicle care and convenience to the customer at all COCO CNG Stations, we are actively pursuing an initiative to provide various value-added facilities and services through these facilities and have already introduced amenities such as Convenience Stores, ATMs, Branded Specialty Stores, Pharmacies, Fast Food etc. Our experience has shown that customers have received this NFR Initiative shopping solution very well and the overall response has been extremely encouraging.

GGL proposes to enter into arrangement with prominent organizations / experienced individuals of repute having experience of at least one year in successfully operating these NFR facilities.

As part this arrangement, GGL would allow the short-listed organization / individuals to operate these NFR Facilities for the convenience of our customers at the locations mentioned in the Annexure – I on monthly Fixed Facility Fee basis for a period of 3 (Three) years. GGL will have the option to renew it for another term of 3 (Three) years subject to satisfactory performance and revised commercial terms and conditions, to be negotiated then. However, GGL reserves the right for renewal of the arrangement. It is clarified that provision of space at GGL COCO CNG Station and permission by GGL to the successful bidder/vendor to sell goods and services, shall not create any interest in the GGL CNG COCO Station or any facility thereof. The said permission cannot be assigned to any other person/entity.

There will be lock-in period for 1 (one) year for the successful bidder.

B. List of Possible NFR Facilities

Below mentioned NFR facilities will be allowed at these COCO CNG Stations.

1. Pharmacies
2. Bank ATMs
3. Grocery
4. Toy Store
5. Flower Shop
6. Ice Cream Parlour
7. Utilities Bill Payment collection centers

C. Objective

The objective of this TENDER document is to spell out the salient details of the proposed arrangement to enable organizations to respond to this TENDER to confirm their willingness to take up this activity and quote commercial offer for the same.

D. Proposed Activity

As stated above, the activity proposed is to set up for NFR Facilities as proposed in the Tender at the locations mentioned here below in association with an organization / individual of repute having requisite experience.

E. GGL's Scope:

On its part GGL will:

1. Provide necessary carved out space and superstructure for the NFR Facilities on as is where is basis
2. Allow the selected party to operate such NFR Outlet as described above at the premises of GGL COCO CNG Stations
3. Provide large customer base patronizing GGL COCO CNG Stations
4. Provide necessary utility connections with separate consumption meters
5. Provide necessary space for putting up Facility for visibility of as per GGL guidelines
6. Provide space at the CNG Stations for parking of customers' vehicles for a limited time of transaction, subject to availability
7. Consider co-branding of the NFR Facilities as per mutual agreement
8. GGL does not assure any business revenue commitment.

F. Scope of the Selected Party

The Selected party, on its part shall:

- Pay Facility fees to GGL
- provide necessary manpower to run the NFR Facilities with a successful track record
- assume complete end-to-end responsibilities for running the NFR Facilities at selected GGL COCO CNG stations
- Implement necessary operating systems and provide necessary manpower for operating the NFR Facilities.
- Make necessary working capital investment in the facilities.
- Obtain necessary licenses and approvals for operation of such facilities and sale of goods and services
- Provide the entire range of related items for sale at the facilities in line with the customers' requirements with the greatest attention to aspects related to health, hygiene & aesthetics
- Start the operation of the NFR Facilities within 30 days of receipt of firm offer from GGL.
- Bear all expenses towards consumption / use of electricity & water as indicated by separate meters.
- Ensure that no interest (including third-party interest) is created at GGL COCO CNG Station premise by virtue of the Agreement. The overall management, control and occupation of premises shall be the sole responsibility of the selected party. Accordingly, license to do the business at the premise will be with the selected party with whom GGL has entered into an Agreement.
- Pay service tax/GST at the applicable rate
- Take and maintain adequate insurance for its goods and other assets
- Comply with HSE policy of GGL and ensure that its employees and contractors follow the safety guidelines and not create any obstruction or nuisance
- Ensure cleanliness and hygiene
- Reimburse incremental property taxes (if increased because of the operator's newly commissioned convenience or specialty stores) to GGL and charges for the sign board (if any) to the local statutory bodies (as applicable).
- The external branding must be provided at the spaces confirmed by GGL in writing.

G. Mode of Operation

Pursuant to the bidding process, GGL may decide to select the successful party to run the NFR Facility at CNG station. In case GGL so decides, an agreement, containing the terms and conditions of operation of NFR Outlet at the subject locations, will be signed between the GGL and the successful bidder. . This agreement shall be initially for a period of 3 (Three) years. GGL will have the option to renew it for another term of 3 (Three) years subject to satisfactory performance, considering the success of the NFR Outlet, the efforts put in to develop the brand image and the impact on the fuel retailing business of the GGL CNG Stations. All Terms & Conditions governing the operation of the NFR Facilities shall be included in the agreement.

For each identified location, competent officers of GGL shall issue a specific authorization for establishment of NFR Outlet at that location in line with the terms and conditions contained in the agreement.

H. Bidder Qualification Criteria (BQC)

Technical Bids:

- a. The bidder should be registered in/citizen of India.
- b. The bidder should be engaged in similar NFR Facilities (as selected) business with a minimum experience of 1 (One) year.
- c. Should have experience of running at least one such store/facility in GGL Authorized areas as mentioned above.
- d. Should be a reputed brand name in the state, where they have been operating.
- e. Should in-principle agree with the terms and conditions mentioned in the enclosed draft agreement

Commercial Bids:

- a. Quotes should be mentioned for 3 (Three) years on Lump sum per month basis.
- b. In case based on the above evaluation criteria, two or more bids become equal; weightage will be given on the first year's Monthly Rent quoted.
- c. Please note that the quote for 3 (Three) years should be equal or in incremental order only. Quotes with negative increment are liable for rejection.

Bid is liable to be rejected if the credential offer contains commercial offer. **Commercial Offer should be submitted in a separate sealed envelope.**

Please note that:

- GGL reserves the right to amend, rescind or reissue this TENDER any time after issuance at its discretion. Amendments, if any, will be advised to all recipients of the TENDER document by courier/fax and shall be binding on them.
- GGL reserves the right to accept any proposal and reject any or all responses to this TENDER without assigning any reasons for the same with no penalty to itself.
- GGL will evaluate the proposals following such methods, criteria and rationale, which in its, opinion, are in the best interest of GGL.
- Proposals received pursuant to this TENDER will become the property of GGL and shall not be returned.
- If the Commercial offer is lower than their expectation, GGL may or may not, in its absolute discretion, negotiate with the highest bidder.

Other Points:

- Declaration on letter head confirming "In-Principle Agreement" on general terms and conditions (other than commercial terms), as mentioned in the enclosed draft agreement, please refer Annexure – 3

Proposed external branding superimposed on photograph of the existing structure. Operator to note the branding shall be finalized in line with GGL guidelines.

I. Documents to be submitted

1. Tender document and terms & conditions (each and every page) duly filled, signed and stamped by the agency along with the supporting Documents.
2. Agency Registration certificate from appropriate authority.
3. Audited copy (including balance sheet and P&L) of the annual turnover for last 1 (One) year should be submitted.
4. Copy of PAN Card number issued by the Income-tax department.
5. Copy of GSTIN
6. Income tax return of last 3 (Three) years (certified copy is to be submitted with application).
7. Details of NFR related Work (Work order, completion certificate) executed for the last 1 (One) financial years for Govt., Public undertaking organizations, Private companies.
8. Memorandum of Association, Articles of Association and Certificate of Incorporation in case if the bidder is a Company.
9. Registered Partnership Deed in case the bidder is a Partnership Firm.

Subsequent to evaluation, GGL may reject or accept the bid submitted by the bidders. GGL reserves its right to disclose or not disclose the outcome of the bidding.

GGL may declare the successful bidder, who will have to sign the Commercial Agreement. Format of the Commercial Agreement will be shared by GGL. Successful bidder shall also have to submit 6 (six) months' rent deposit by way of cheque drawn in favour of GGL.

J. List of COCO CNG Stations with proposed facilities

S. No.	Name	Address	Facilities	Area available (Free Open Space available in Sq. ft.)
1	Gujarat Gas DHARAMPUR-VANKAL CNG Station	Survey No-55/P/1, Village: Vankal, Taluka: Dharampur, Dist-Valsad. Pin-396007		500-1000
2	Gujarat Gas Hazira CNG Station	Plot No. 896, Nr. ONGC Cross Roads, Hazira Road, Village Ichhapor, Surat. Pin-394510		500-1000
3	Gujarat Gas Billimora CNG Station	Bilimora- Chikhli road, Bilimora Dist. Navsari 396321		1000-2000
4	GGL Adajan coco Station	Adajan CNG, Mayavanshi Mohalla, Adajan Gam, Surat - 395009		200-300
5	GGL COCO Kelod	Plot No.-572, Jambusar - Bharuch Rd, Vachhnad, Gujarat 392020		3000-4000
6	GGL COCO GNFC	S.No.99/3, Near GSRTC Pick up bus stand,Narmada Cross Road, Bharuch – 392015		100
7	GGL BHARUCH COCO CNG talavadi	Ward No. 1,City Survey No. 1891 & 1892 Sontalavdi,Tal. & Dist. – Bharuch. 392001		500-1000
8	GGL COCO Sajod	S.No.534, Village Sejob Taluka Ankleshwar, Bharuch – 392020		1000-2000
9	Gujarat Gas Valan CNG Station	Survey No-1646, Village: Valan, Taluka: karjan, Dist-Vadodara. Pin-392220		3000-4000
10	Gujarat Gas Karjan-Kandari CNG Station	Survey No-1680/B, Village: Kandari, Taluka: Karjan, Dist-Vadodara. Pin-391210		3000-4000

11	Gujarat Gas Dahej CNG Station	Plot No. CH-14, Village: Dahej, Taluka: Vagra, Dist- Bharuch. Pin-392110	3000-4000
12	GGL COCO CNG Station Kevadiya	Opposite Kevadiya railway station, Gopalpura, Gujarat 393151	300-400
13	GGL Saravali CNG Station	Gujarat Gas Limited, Plot No-J247/5, Tarapur MIDC, Boisar (West): 401501, Dist: Palghar	3000-4000
14	Gujarat Gas Padadhari CNG Station	Village: Vanpari, Taluka- Padadhari Survey No.: 128, Paiki-3 paiki-2, Rajkot – 360110	500-1000
15	GGL Ghanteshwar CNG Station	Survey No.67 Paiki, Village: Ghanteshwar, Sub-Dist.: Rajkot, Dist.: Rajkot-360003	300-400
16	Gujarat Gas Jamnagar-Chela Mother CNG Station.	Plot no. 651/2, Jamnagar-Porbandar Highway, Post - Chela, Taluka – Jamnagar – 361012	1000-2000
17	Gujarat Gas Jamnagar-Sapar Mother CNG Station	Survey No-62 P-2, P-3/P-1/P-2, Sapar, dist Jamnagar – 360024	2000-3000
18	GGL Jamnagar COCO CNG Station	opp Mehul Cinema, Jamnagar - khambhaliya road 361006	300-400
19	Gujarat Gas Limbdi CNG Station	Survey No.: 1017/1/1 paiki, Village: Baldana, Taluka: Wadhvan, Dist: Surendranagar- 363421	1000-2000
20	Gujarat Gas Wadhwan CNG Station	Survey No.- 2508/2/P 1,2508/2/P2,2508/2/P3 &2508/4, Village Wadhvan, Taluka-Surendranagar, Dist.-Surendranaga-363030	1000-2000
21	Gujarat Gas WADHVAN CH-26 CNG STATION	Survey No. 447 Paiki, Village: Wadhawan, Sub-Dist.: Wadhawan, Dist.: Surendranagar	1000-2000
22	Gujarat Gas JAMVADI CNG STATION	Survey No. 149/P, 1 Paiky2, Taluka Chotila, Village- Khakharwali Thangadh District-Surendranagar	2000-3000
23	GGL COCO Vartej	GUJARAT GAS LTD, Survey no.411, Paiki 2 bhavnagar vallbhipur Road, Opp. Rangoli restaurant, Village – Vartej, Taluka & District : BHAVNAGAR – 364060	1000-2000

24	GGL COCO Samdhiyala	Survey No: 331/1P, 27/1P/P1, Village: Samdhiyala No 1, sethali road Taluka: Botad, 364710		1000-2000
25	Gujarat Gas Barwala CNG Station	Survey No: 694/1/1 paiki Barwala CNG Station, Barwala - Ahmedabad SH- 36, Barwala -382450,		1000-2000
26	GGL COCO Airport - Bhavnagar	Survey No. 95 P1, / PLOT NO.-03, TP SCHEME NO.-03 (RUVA), OP NO.-48, FP NO.- 78,, Bhavnagar, Taluka/Tehsil : Bhavnagar, Village: Godhra, District: BHAVNAGAR, State: Gujarat, PIN: 389001		500-1000
27	GGL Lothapur CNG Station.	Survey No.79 Paiki Besides GSPL Terminal- Lothpur, Lothpur Village to L&T Cement Plant Kovaya Road, 365540		1000-2000
28	GGL Liliya CNG Station	Liliya GGL CNG station Liliya Amreli 365535		300-400
29	Gujarat Gas Kalol CNG Station	Gujarat State Hwy 71, Saij Kalol, Gujarat 382725		100
30	Gujarat Gas SECTOR 24 CNG STATION	KH Rd, Sector 24, Gandhinagar, Gujarat 382027		1000-2000
31	Gujarat Gas Halol CNG Station	Survey No: 266/1/2 & 267/2, Village: Halol, District: Panchmahal 389350		2000-3000
32	Gujarat Gas Halol- GSRTC CNG Station	Survey No-122,122 & 123 Paiki, Village: Halol, Taluka: Halol, Dist-Panchmahal. PIN- 389350		500-1000
33	Gujarat Gas Bhaniyara CNG Station	Survey No-301/1, 301/2 and 302, Village: Bhaniara, Taluka: Vaghodia, Dist- Vadodara. PIN- 391510		3000-4000
34	Gujarat Gas Galiyana CNG Station	Village :- Galiyana, Taluka : Tarapur, Dist :- Anand – 388180		2000-3000
35	Gujarat Gas Dabhan CNG Station	Survey no.: 645/P, 646/P, 652, Opp. Chintamani Motor Centre, Near Dabhan Chokdi, Dabhan-387320		500-1000
36	Gujarat Gas Mahemdabad-Chapra CNG station	Mahemdabad-Chapra Taluka :- Mahemdabad, Plot No.:-		300-400

		694/P,Chhapra,Dist:- Kheda		
37	GGL Chalali COCO CNG Station	Survey No : 580/P, Village Chalali, Taluka : Nadiad, District : Kheda – 387115		1000-2000
38	Gujarat Gas Loliya CNG Station	Survey No.-208-2, Via Bagodara, Village: Loliya, Taluka- Dholka, Dist.: - Ahmedabad-382465		1000-2000
39	Gujarat Gas SANAND CNG STATION	Sanand, Plot No. 1 & 2, GIDC, Village: Chharodi, Taluka: Sanand, Dist: Ahmedabad. – 382170		500-1000
40	GGL COCO Mother Station, Sarneshwar	Survey No, CP-1(A), RIICO Sarneshwar Industrial Area, Sirohi, State: Rajasthan, Pin: 307001		500-1000
41	GGL Mehta COCO CNG Station-PNB	Near DIPS School, Mehta to Baba Bakala Road, Mehta, Amritsar- 143114		3000-4000

The space mentioned above is indicative only, however, the actual space will be considered based on the site visits and offer received for the said space.

Parties are required to arrange for a Porta Cabin / Temporary Structure, as per approved PESO/Fire Safety guidelines for doing the required business as proposed in the offer/bid. The said Porta cabin / temporary structure has to be dismantled and taken back by the vendor once the contract period ends. No permanent Fix structure construction will be allowed at the stations.

Parties are requested to write in their Expression of Interest (EOI) for the above opportunities along with the details mentioned in the format Annexure I. Parties may include their experience (if any).

K. Format for Party Response

(To be submitted on letter head)

Sr. No.	Description	Party Inputs
Section - A – Party Credentials & Details.		
1.1	Name of Party	
1.2	PAN Number	
	MoA, AoA, Certificate of Incorporation, Registered Partnership Deed (As Applicable)	
1.3	GST Number (if applicable)	
1.4	Brief Description of previous operations and experience of party	
1.5	Contact Details	
1.5.1	Name of contact personnel	
1.5.2	Email Address	
1.5.3	Mobile Number	
1.5.4	Landline Number	

Section - B – NFR Model (Selection from the above-mentioned Facilities)

		Yes/No (Mention Name of Facility opted for)
2.1	Gujarat Gas DHARAMPUR-VANKAL CNG Station	
2.2	Gujarat Gas Hazira CNG Station	
2.3	Gujarat Gas Billimora CNG Station	
2.4	GGL Adajan coco Station	
2.5	GGL COCO Kelod	
2.6	GGL COCO GNFC	
2.7	GGL BHARUCH COCO CNG Talavadi	
2.8	GGL COCO Sajod	
2.9	Gujarat Gas Valan CNG Station	
2.10	Gujarat Gas Karjan-Kandari CNG Station	
2.11	Gujarat Gas Dahej CNG Station	
2.12	GGL COCO CNG Station Kevadiya	
2.13	GGL Saravali CNG Station	
2.14	Gujarat Gas Padadhari CNG Station	
2.15	GGL Ghanteshwar CNG Station	
2.16	Gujarat Gas Jamnagar-Chela Mother CNG Station.	

2.17	Gujarat Gas Jamnagar-Sapar Mother CNG Station		
2.18	GGL Jamnagar COCO CNG Station		
2.19	Gujarat Gas Limbdi CNG Station		
2.20	Gujarat Gas Wadhwan CNG Station		
2.21	Gujarat Gas WADHVAN CH-26 CNG STATION		
2.22	Gujarat Gas JAMVADI CNG STATION		
2.23	GGL COCO Vartej		
2.24	GGL COCO Samdhiyala		
2.25	Gujarat Gas Barwala CNG Station		
2.26	GGL COCO Airport - Bhavnagar		
2.27	GGL Lothapur CNG Station.		
2.28	GGL Liliya CNG Station		
2.29	Gujarat Gas Kalol CNG Station		
2.30	Gujarat Gas SECTOR 24 CNG STATION		
2.31	Gujarat Gas Halol CNG Station		
2.32	Gujarat Gas Halol-GSRTC CNG Station		
2.33	Gujarat Gas Bhaniyara CNG Station		

2.34	Gujarat Gas Galiyana CNG Station		
2.35	Gujarat Gas Dabhan CNG Station		
2.36	Gujarat Gas Mahemdabad-Chapra CNG station		
2.37	GGL Chalali COCO CNG Station		
2.38	Gujarat Gas Loliya CNG Station		
2.39	Gujarat Gas SANAND CNG STATION		
2.40	GGL COCO Mother Station, Sarneshwar		
2.41	GGL Mehta COCO CNG Station-PNB		

L. Commercial Offer

3.1	Monthly Rent (In Rs)	
3.2	Term	3 Years with an option with GGL to extend for another 3 years (1 year lock in period)
3.3	Security Deposit	6 months rental amount
3.4	Escalation of monthly rent every year	10%
3.5	Revenue sharing amount (In Rs) – Fixed amount	

Signature & Stamp

Name of Authorized Signatory

Designation

N. TERMINATION AND EFFECT OF TERMINATION:

- 1.1 GGL reserves the right to terminate the CONTRACT/Agreement either in whole or in part, upon occurrence of one or more of the following events by giving 15 days' notice in writing to the VENDOR:
 - a. Breach of contractual obligation by the VENDOR
 - b. Insolvency or bankruptcy of the VENDOR, or, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of reconstruction or amalgamation while solvent.
 - c. Failure to fulfil any of the VENDOR's obligations under the CONTRACT/Agreement
 - d. Failure to commence the sale of goods and services even after 60 days of Contract/agreement

If for any reason the Successful Bidder fails to start the business even after lapse of 30 (thirty) days from the effective date/Agreement date, GGL may at its own discretion, may consider deduction from the deposit, and in case even after the deduction and/or notice, there is no commencement, GGL may reserve its right to terminate the agreement plus forfeiture of the entire security deposit.

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

- 1.2 Without prejudice to, and in addition to, GGL's other rights under this CONTRACT; GGL shall have the right to terminate CONTRACT or any part thereof without assigning any reason at any time by giving 24 hours written notice to the VENDOR.
- 1.3 The VENDOR shall be responsible for, indemnify, defend and hold harmless GGL against any and all costs, expense incurred by the GGL and any claim, proceedings, brought against GGL by any entity due to or owing to the goods and merchandise sold or services provided by the Vendor from the GGL CNG Station. In case GGL has to incur expenses due to the same, the same shall be recovered from the VENDOR and / or security deposit held with GGL.
- 1.4 There shall be no agency between GGL and the Vendor, and the Vendor shall do its business at its own cost and risk.

Annexure – 2
POWER OF ATTORNEY

(To be stamped in accordance with Stamp Act)

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

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

This power of attorney is valid for the FY...../Calendar Year..... unless revoked earlier.

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

For

(Signature, name designation and address)

Witness: -

1.

(Notarized)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes: -

- i. The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants) (s) and when it is so required, the same should be under common self-affixed in accordance with the required procedure.
- ii. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board of shareholder’s resolution /power of attorney in favor of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.

ANNEXURE – 3
DECLARATION OF OTHER CRITERIA
(on BIDDER Letter head)

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

Dear Sir,

With reference to Gujarat Gas Limited EOI Ref. No. GGL/Tender/2023-24/0001 and as per the Bidder Qualification Criteria (BQC):

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

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

There is/are on-going Litigation/Arbitration process with, either (a) Gujarat Gas Limited, or, (b) any of the GSPC Group Companies, details of which are attached herein *(Bidder to attach/upload list of such Litigation/Arbitration Proceedings, which includes the year of litigation, the litigating parties, and the subject matter of litigation and the value of claim, if any)*

GGL may evaluate the details of such ongoing litigation / arbitration proceedings and may at its sole discretions disqualify such bidder (including Director, Partner, Proprietor, Promoter, Owner, Officer, Successor, etc) and proceed with the bidding process. Further, the bidder shall provide any additional details/clarifications as may be require by GGL in this regard in time bound manner.

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

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

For the purpose of this Declaration, 'On-going Litigation' shall mean any suit, litigation, judicial or quasi-judicial proceeding initiated by/against the Bidder and/or their Director/Partner/Owner/Proprietor/Officer involving GGL and/or any of the GSPC Group Companies before any Court/Forum/Tribunal/Authority/Regulator and which is pending as on the date of submission of bid.