GUJARAT INDUSTRIES POWER COMPANY LIMITED

TENDER FOR TRANSPORTATION OF FURNACE OIL (F.O) TO GIPCL, SURAT LIGNITE POWER PLANT (SLPP)

Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01

TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

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TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

NOTICE INVITING TENDER (NIT)
TENDER NO.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01

Name of work	Transportation of 6,000 MT of Furnace Oil (F.O) from refinery/depot/terminal of IOCL/BPCL/HPCL (Sewree-Mumbai) to GIPCL-SLPP.
Place of Supply	GUJARAT INDUSTRIES POWER CO. LTD, Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli Taluka: Mangrol Dist: Surat pin: 394112 (Gujarat)
Quantity	6,000 MT
Non Refundable Tender Fee	Rs. 2,500/- by Demand Draft/RTGS in favor of GIPCL and payable at Vadodara as per clause No.06 of Section A.
EMD	Rs. 1,00,000/- (Rs. One Lacs only) by Demand Draft/RTGS/BG **as per clause No.06 of Section A.**
Security Deposit	Rs. 10,00,000/- Valid for Guarantee Period from any Schedule Public Sector Bank or Schedule Private Sector Bank in favor of Gujarat Industries Power Company Ltd as per Clause No.01 of Section C, GCC.
Availability of online Tender document	Tender will be available on (n) Procure from 30.12.2020.
Last date of online submission of offer	**20.01.2021, 17:30** hrs. on (n) Procure
Submission of EMD other supporting documents for technical Bid in physical form	On or before **20.01.2021, 17:30** hrs. during office hours at office of GIPCL, P.O. Petrochemical – 391346, Dist.: Vadodara, Gujarat – India

TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of Tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.

2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.

3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.

4. The Bidders are required to submit their Bids online through the website www.nprocure.com.

5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

Addl. General Manager (Materials & Contracts)
Gujarat Industries Power Company Limited,
P.O. Petrochemical – 391346
Dist.: Vadodara.

TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

SECTION-A
INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project ; a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity 165 MW Naptha and gas based Combined Cycle Power Plant at Vadodara in 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler.

It commissioned 5 MW solar power station at SLPP in 2012. Also, GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

GIPCL is presently executing a 100 MW Solar PV project at the Raghanesda Solar Park, Gujarat.

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmadabad highway. From Kosamba, SLPP is around 32 KM, out of which 27 KM is part of the National & State Highway and balance 5 KM is District Road. From Kim, SLPP is around 18 KM, out of which 13 KM is the State Highway and balance 5 KM is District Road. The nearest Broad Gauge Railway Line is at Kim, which is around 21 KM from the SLPP. Surat is approximately 50 KM from the SLPP. Location Map for SLPP is as under.

2. SCOPE OF SUPPLY:

Detail Scope of Work of Transportation of Furnace Oil is mentioned in Section-D.

3. GENERAL INSTRUCTIONS

a) The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.

b) The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

c) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety &Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

d) Before quoting the rates, the Bidder may visit site and should go through the specifications, scope of work etc. and get himself fully conversant with them. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid.

e) Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.

f) The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('**NIT**') and Bids submitted thereafter shall not be accepted and considered.

g) The tender documents shall not be transferable.

h) The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.

i) Conditional offers shall not be considered and liable to be rejected.

j) The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.

k) During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.

l) The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.

m) The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.

n) If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.

o) Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.

p) The Company reserves the right to qualify/disqualify any applicant without assigning any reason.

q) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. ELIGIBILITY CRITERIA

The following criteria shall be adopted for qualifying the Bidders for further proceeding.

4.1 Bidder should possess minimum **Three years of experience** during last five years in transportation of Petroleum Products and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value/Quantity & Executed value/Quantity. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

4.2 Bidder should produce evidence of successful completed similar works as defined hereunder during last **Five Years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work orders as under:

a. One similar completed/executed work (for transportation of petroleum products) each having executed Quantity minimum 80 % of total contract quantity i.e. 4800 MT each.

OR

b. Two similar completed/executed works (for transportation of petroleum products) each having executed Quantity minimum 50 % of total contract quantity i.e. 3000 MT each

OR

c. Three similar completed/executed works (for transportation of petroleum products) each having executed Quantity minimum 40 % of total contract quantity i.e. 2400 MT each.

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.

4.3 Tender fee: The tender fee shall be accompanied in form of Demand Draft/RTGS.

4.4 EMD: **The EMD** shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause.

4.5 Bidder has to submit INCOME TAX Permanent Account Number (PAN), GST No. of the firm. Copies of the same shall be submitted.

4.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

4.7 Bidder should have minimum average turnover of Rs. 1.0 Core per annum during last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.

Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.

4.8 Bidder must have minimum Eight (08) tankers registered on their name. Bidder has to submit Registration certificates of minimum 08 tankers owned by him. Bidder shall submit the list of fleet of vehicles along with required documents (Section-E, Annexure-F duly signed & stamped) owned by them. The Date of Manufacture of the tankers (As mentioned in RC book) shall not be older/prior to 01/04/2010 and should be BS-III or higher model. All offered TTs should have RC Book (Form 23) /Certificate of registration (form 23A). Attested copies of Registration Certificates (RC Book, Insurance Certificate, Fitness and Calibration Certificate) for each of the TTs offered shall be submitted.

4.9 The net worth of the bidder should be positive as evidenced from audited accounts of last financial year.

4.10 In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.

4.11 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid

of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.

4.12 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.

If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

4.13 Bidder has to submit Deviation sheet duly signed and stamped. If there is no deviation with respect to tender, to be submitted with NIL deviation

4.14 All the tender documents shall be submitted with sign and stamp on each & every page.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc… as a proof with EMD &Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by the Bidder. GIPCL reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation

5. LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English language. Any printed literature furnished by the Bidder, written in another language shall be accompanied by an English translation for the purpose of interpretation of the Bid.

6. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

6.1 An EMD of Rs. 1,00,000/- and Nonrefundable Tender fee Rs. 2500/- shall accompany with Bid. Tender fee & EMD shall be submitted in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. **and payable at Vadodara**.

6.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector as per Performa of BG enclosed under Section-E.

6.3 EMD & Tender fee may also be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per detail provided in Section-E (Annexure-G) herein under. Generated receipt must be submitted with technical bid.

6.4 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.

6.5 The EMD of the Successful bidder will be returned after payment of Security Deposit by successful bidder.

6.6 GIPCL reserves the right to accept/reject/refloat the tender, In no case tender fee shall be refunded.

6.7 The earnest money deposit will be refunded to the Unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.

6.8 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.

6.9 No interest shall be payable on EMD.

6.10 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

6.9 SCHEDULE OF EMD & TENDER FEES

EMD, Tender fee and all the documents asked in the tender (except price bid) shall be submitted with dully signed and stamp in physical on or before due date.	Address for Submission: Addl.General Manager (Materials & Contracts) Gujarat Industries Power Company Limited P.O. Petrochemical – 391346 Dist.: Vadodara, Gujarat - India

7. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the e-portal system within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:-

(a) Pre-qualification and Techno-commercial Bid without price.
(b) Price Bid.

a) Pre-Qualification and Techno-commercial Bid without price:

The following Documents shall also be submitted along with EMD & Tender Fee in Physical Form to GIPCL-Vadodara.

The following supporting documents shall also be submitted along with EMD & Tender Fee in physical form:

1. The Tender Documents of (Section-A to Section-E) duly signed in all pages without price bid along with techno-commercial deviations, if any shall accompany the bid. If you don't have deviations then write "NIL" in the deviation sheet and then submit with sign & stamp.
2. EMD in the form of DD/BG/RTGS and Tender Fee in the form of DD/RTGS.
3. Proof of minimum eligibility criteria as per clause no.04 of Section A.

b) Price Bid:

1) Price Bid shall be submitted only in soft form through **(n) Procure Only**.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

(i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
(ii) Bid by a consortium/joint deed of undertaking of company/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
(iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e. by the President/Managing Director/Secretary or other person or persons authorised to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
(iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
(v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.

(vi) Bids not conforming to the above requirements of signing shall be disqualified.

8. EVALUATION & COMPARISON OF BIDS

8.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the overall lowest/item vise lowest evaluated Bid in conformity with the specifications of the tender documents at hid sole discretion.

8.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of GIPCL will be final.

8.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.

8.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders

8.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.

8.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.

8.7 For the above referred purpose, a 'material deviation' shall be one which:

(a) Which affects in any substantial way the scope, quality or performance of the contract, or
(b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
(c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

9. MODIFICATION AND WITHDRAWAL OF BIDS

a. The Bidder may modify or withdraw the bid prior to the deadline prescribed for submission of bids.
b. No Bid shall be modified subsequent to the deadline for submission of Bids.
c. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

10. POLICY FOR BIDS UNDER CONSIDERATION

a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
b. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

11. EFFECT AND VALIDITY OF THE BID

a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.
b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

12. PRELIMINARY EXAMINATION OF BIDS

12.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.

12.2 Arithmetical errors will be rectified on the following basis:

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders

(b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

14. RIGHT OF REJECTION OF TENDERS

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel 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 obligation to inform the affected Bidder or Bidders regarding the same.

14.2 Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. AWARD OF CONTRACT

15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation (as per terms & conditions mentioned in price bid criteria) in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

15.4 GIPCL reserves the right to split the contract quantity between vendors.

16 CONTRACT PERIOD

16.1 The contract will be valid till completion of contract quantity i.e. 6,000 MT of furnace oil.

16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

16. ASSIGNMENT AND SUB-LETTING

The Transporter shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency.

17. CLARIFICATION OF BIDDING DOCUMENTS

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address corporatepurchase@gipcl.com as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

18. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GIPCL.

All such interpretations and clarifications shall form a part of the Bid documents.

19 PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only.

TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No	Description
01.	Tender documents are available only in electronic format which Bidders can download from the website https://www.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com.
02.	Price bid should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.
03.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
04.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvfc.net, website: www.nprocure.com

Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation.

E-REVERSE AUCTION:

1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
2) E-Reverse auction shall be conducted (if all bidders have quoted rates higher than the cut-off price in (n) code price bids) amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
3) If any one bidder will offer the cut-off price mentioned in the tender in (n) code price bid, e-reverse auction will not be held and order will be issued to L1 bidder.
4) In case more than one bidder will quote/offer cut-off price in (n) code price bid then L1 will be decided as per Section-D (3) {evaluation methodology}, clause no. b and no reverse auction will be held.
5) Bidders shall not quote lower than the cut-off rates.
6) Bidder/Bidders who are giving lower price than the cut-off price during e-reverse auction, their final eligible price will be cut-off price only and no price lower than cut-off price will be entertained or considered.
7) For such bidders, L1 shall be decided as per Section-D (3) {evaluation methodology}, clause no. b with final price as cut-off price.
8) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.

9) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on **https://e-auction.nprocure.com** that the bidder shall be allowed to participate the e-Reverse Auction

   In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

   (n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

   403, GNFC Info tower, S.G. Road,
   Bodakdev Ahmedabad – 380054 (Gujarat)
   Toll Free: 1-800-419-4632 / 1-800-233-1010,
   Phone No. 079-26857315 / 316 / 317,
   Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net
   Bidder may visit https://www.nprocure.com/html/faq.asp for information regarding e tendering registration process.

SECTION-C
GENERAL CONDITIONS OF CONTRACT

1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount of **Rs.10,00,000/-** valid for 24 months from the date of issue of WO from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in SECTION-E, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. During currency of contract minimum PBG value of one tanker (i.e value of FO in one tanker) shall remain with GIPCL. If value of FO increases more than the PBG value of Rs.10.00 Lacs, you shall submit difference amount to GIPCL.

Contract security deposit shall be submitted within Seven days from the date of LOI or Work Order, whichever is earlier.

The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever

GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

The Performance Bank Guarantee will be returned to the Transporter without any interest after successful completion of guarantee period and on fulfilling contractual obligations throughout the period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

Bid security/EMD should be refunded to the successful bidder on receipt of Performance Security.

2) DELIVERY

########Furnace Oil should be directly delivered to GIPCL-SLPP by transporter’s own trucks.#

Delivery is the essence of the contract and if the delivery is not made as stipulated, GIPCL shall be at liberty to procure the material at Bidder’s risk and cost and if hereby any extra expenditure is involved, the same will be debited to Bidder’s account. If GIPCL is unable to procure the material from other source in time and if GIPCL suffers any consequential loss, Bidder will have to bear the same. GIPCL in that case will forfeit Security Deposit paid and can lodge claim against party for damage incurred.

3) PAYMENT TERM

You shall submit monthly bill for transportation carried out during the month and 100% payment shall be made within **30 days** from date of receipt of invoice. Transporter shall submit each transportation bill along with all original LR copies. (With GIPCL-SLPP store sign & stamp).

4) MODE OF MEASUREMENT AND RECOVERY CLAUSE

a. Weighment done at GIPCL-SLPP Weighbridge shall be final for release of payment. Weighbridge tolerance (+/-) 0.5% per tanker shall be allowed, if receive any shortages in furnace oil above this tolerance, the cost of entire shortage of furnace oil & transportation shall be deducted from relevant freight bill.

b. Quality of furnace oil can be measured randomly/regularly from the furnace oil tankers by GIPCL. If any lapses found in the quality of furnace oil, the cost of entire quantity of furnace oil & transportation shall be deducted from relevant freight bill.

5) CONTRACT PERIOD

Validity of contract shall be till completion of entire quantity i.e 6,000 MT. (approx. two years). GIPCL can extend for further period of 03 months.

GIPCL at any time during the tenure of contract may terminate the same at its sole discretion without assigning any reason.

6) INVOICE

Original invoice should be sent at GIPCL- Baroda along with LR copies (With GIPCL-SLPP store sign & stamp).

7) APPROVAL

The Material supplied will be subject to GIPCL approval and inspection at GIPCL-SLPP premises. Our decision for acceptance or rejection of the goods will be final and binding on you.

8) TRANSIT INSURANCE

The transit risk will be covered by GIPCL through Marine Policy, which covers loss of Consignment of Heavy Furnace Oil due to all risks. Third party liability is not covered under this Marine Policy. Any liability arising out of death / injury to third party or damage to property of third party following an accident to the vehicle / spillage of furnace oil would be fastened on the owner of the vehicle / transporter. GIPCL will not reimburse the premium of the same. Your vehicles should have valid explosive license and should take necessary and statutory safeguard since the consignment is hazardous.

Any shortage, non-receipt of FO at GIPCL-SLPP due to any reason, any loss or damage due to pilferage, accident to the vehicle, spillage of FO, adulteration in transit shall be your responsibility.

9) QUANTITY OF SUPPLIED MATERIAL:

Quantity recorded at our GIPCL-SLPP Weighbridge will be taken as the basis of payment.

10) RECOVERY CLAUSE

In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final. Recovery will be affected from the monthly bills and/or retention money/security deposit.

11) DEDUCTIONS FROM CONTRACT PRICE

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the contractor is liable, shall be recovered by the GIPCL. The contractor shall pay all such claims within 15 days of claim failing which the same shall be deducted from the bills of contractor.

12) STATUTORY PROVISIONS, SAFETY, PRECAUTIONS AND COMPANY RULES

i) Bidder shall ensure that all the tankers are properly sealed (Single locking system arrangement) while taking delivery from refinery. Bidder will ensure that all the tankers reach to destination without breaking any of sealing system during transit. All vehicles must have proper sealing mechanism as per norms. Any vehicle found with any deviation in this shall be returned back and cost of furnace oil shall be recovered from transporter.
ii) Transportation of Furnace oil shall be from trucks which are purchased/owned by them only. The Bidder shall ensure that all the tank-lorries quoted / offered must be own by them and for the purpose of Furnace Oil transportation shall be covered under valid National Permit/ State Permits as applicable for all the destinations at their own cost.
iii) Octroi, Transit / Bridge / Toll Charges or any other charges/taxes levied on the product (FO) shall be in the scope of Bidder.
iv) The tank-lorries offered in the contract must comply at all times during the tenure of the contract with valid permits, rules and regulations of Statutory/ Government authorities
v) The contract is subject to compliance of Motor Vehicle Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications / amendments etc., by the bidder.
vi) Every offered tank lorry must be fitted with GPS for Vehicle Tracking at Bidder's own cost and details shall be provided to GIPCL so that vehicle will be tracked accordingly.
vii) On frequent shortage and quality complaints, GIPCL is free to take appropriate action including suspension **of tank-lorry for any period / termination of the contract and shall also recover the furnace oil amount from supplier's invoice, PBG/SD.**

viii) Bidder shall ensure that the truck arranged by them shall not indulge in any sort of malpractices or any other acts not conducive to the interest of the GIPCL such as misbehavior, dishonesty, disobedience, pilferage etc as per transport discipline guidelines
ix) The bidder shall conform to the statutory regulations like “Indian Petroleum Act”, “Petroleum Rules”, “Motor Vehicle Act” & PUC norms etc. as applicable from time to time. In the event of the contracted tank-lorry is found not meeting these provisions, the company shall be free to initiate appropriate action as deemed fit.
x) The bidder shall comply with all statutory provisions relating to his trade / business /profession including his own employees or employees engaged by the bidder and GIPCL shall not be responsible for his omission or commission.
xi) The bidder shall ensure valid comprehensive insurance cover for the tank-lorry & its crew at all time during the tenure of the contract.
xii) The company reserves the right to take appropriate action as deemed fit, if any of the safety requirements are not complied by the bidder during the contract.
xiii) The carrier shall ensure that the Crew of the tank-lorries in contract is trained under Motor Vehicle Act and their licenses are endorsed by the RTO for having attended the training /refresher courses in transportation of Petroleum Products / Hazardous goods.
xiv) Bidder shall observe all safety and security rules and regulation of GIPCL which are at present in force and which may come in to force during the tenure of the contract. Any violation of any rules and regulations may result into termination of the contract.
xv) No property of GIPCL such as fire hydrant, trees etc. in the area belonging to GIPCL shall be tempered with. In case of default, the damages as assessed by the Authorized officer, whose assessment shall be final and binding to vendor & amount, shall be recovered from the vendor.
xvi) Bidder shall take necessary safety precautions and shall be fully responsible for safety of your personnel. GIPCL is not liable to pay any compensation to contractor’s personnel in case any injury/death.
xvii) Transporter must have following documents for all tankers in use for lifting F.O · (1) Vehicle registration number and it’s renewal certificates.(2) Capacity calibration certificates from appropriate authority, under the standards of weight and measure act 1976. (3) Insurance certificate for the tanker.(4) Explosive license issued by the competent authority.(5) Fitness certificate issued by the R.T.O.(6) Any certificate which is necessary if required in future as per. Modification in any law or fixed by the Govt. agency.

13) DAMAGES TO PROPERTY / EMPLOYEE

1. The Carrier shall remain at all times liable to GIPCL for any loss or damage caused to any building, plant, machinery or the property of the GIPCL due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representative or employees.
2. GIPCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Carrier’s the cost of repairs or the amount of loss or damages.
3. The Carrier shall be liable for any loss, any injury to GIPCL’s employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees.

14) BLACKLISTING OF TRANSPORTER/TANK-LORRY

GIPCL reserves the right to black-list the transporter/ tank lorry which are suspected to be indulging in any sort of malpractices or any other acts not conducive to the interest of the GIPCL such as misbehavior, dishonesty, disobedience, pilferage etc as per transport discipline guidelines. Transporter shall be suspended from the business without giving any reasons and in all such cases no compensation shall be paid to the transporter.

15) TERMINATION OF CONTRACT BY GIPCL

Transporter shall be responsible to complete the jobs within agreed time schedule and in case transporter fails to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

In case if Transporter's services are not found satisfactory with respect to time bound completion of work, workmanship etc then GIPCL has right to terminate the contract at any time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of Transporter.

GIPCL may terminate the contract after due recoveries of pending jobs/damages after if any of the following events occur –

i. Transporter is adjudged as insolvent.
ii. Transporter has abandoned the contract.
iii. Transporter fails to proceed with the work with due diligence as per requirements of the contract.
iv. Transporter has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the Transporter.
v. Transporter repetitively violating the safety norms for more than three incidents.
vi. Any major contradiction of applicable labor laws.
vii. Any major deviations from contractual terms and conditions including quality of job.
viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

16) SETTLEMENT OF DISPUTES

a) Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act-1996, as amended from time to time. The place of arbitration shall be at Vadodara or any other place within state of Gujarat.

b) Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

17) INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of GIPCL will be final and binding on the Transporter.

18) PAYMENT OF WAGES

Transporter shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

19) ACCIDENT TO WORKMEN

Transporter shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the work and contractor shall fully abide by the statutory requirements of the employee's compensation act. GIPCL shall not be liable for any compensation due to accident, death or injury to any of transporter's workmen or any third party due to negligence, act or omission on your part.

20) FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

21) <u>INDEMNITY</u>

The Transporter shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which

may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Transporter .

In case, in any litigation pertaining to labour employed through Transporter if any direction or order is issued by court at any point of time the Transporter shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Transporter shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Transporter.

22) GOVERNING LAW AND JURISDICTION

This tender document and contract shall be governed by the laws of India and the Courts at Vadodara/Surat shall have jurisdiction regarding the same.

23) SAFETY ASPECT

Contractor shall observe all the safety and security rules and regulation of the GIPCL which are at present in force and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail immediate termination of the contract.

TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

SECTION-D

SCOPE OF WORK, TRANSPORTATION DETAILS, PRICE BID FORMAT & EVALUATION METHODOLOGY

1) SCOPE OF WORK

1. The transportation of Furnace Oil shall be from refinery/depot/terminals of IOCL,BPCL,HPCL, Mumbai to Gujarat Industries Power Company Ltd, Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli, Taluka: Mangrol, Dist: Surat-394112. Transporter has to carry out transportation from above location and on the same rates as quoted in the tender during the contract. The distance will be ascertained and decided by the shortest route mutually.

2. **Transporter shall provide their own tankers for transportation of Furnace Oil. No other tankers shall be allowed for carrying out transportation.**

   You shall submit following documents for all tankers in use for lifting F.O to GIPCL before commencing the contract. (1) Vehicle registration certificate and its renewal certificates. (2) Capacity calibration certificates from appropriate authority, under the standards of weight and measure act 1976. (3) Insurance certificate for the tanker. (4) Fitness certificate issued by the R.T.O. (5) any certificate which is necessary if required in future as per modification in any law or fixed by the Govt. agency.

3. The transporter will have to provide minimum Three Dedicated Trucks (18 MT and above) for transportation of Furnace Oil to GIPCL-SLPP. However if required or asked by GIPCL, Transporter shall provide as many as trucks within 24 hours from the time of receiving of obtaining instructions / intimations for lifting and transportation of F.O from GIPCL-SLPP. If the transporter fails to provide empty road tankers as aforesaid, GIPCL shall be entitled to arrange for road tankers by ourselves or through any other agency for lifting and transportation of F.O from the storage tank of IOCL,HPCL,BPCL to GIPCL-SLPP at the risk and cost of the transporter without any reference. Any loss or damage which GIPCL may have to suffer due to failure of transportation, delivery & leakage of oil will be deducted from the transporter's bill.

4. The transporter will have to transport F.O. as per day to day requirement for which requirement will be issued from GIPCL-SLPP Site office. However, in the exigencies, the transporter may be required to transport more quantity of F.O depending upon the requirement and urgency of the power station. In that case the transporter is supposed to meet with the increased demand for tankers without any extra cost. This will be part of the job under the transporter. In case of forced shutdown / tripping of units, annual overhauling, running of unit without FO support the requirement of FO shall be reduced or stopped and for which transporter shall not be eligible to claim any ideal charge.

5. The transporter will have to approach IOCL,HPCL,BPCL regarding lifting and transportation of F.O from installation storage tank. The transporter shall have to follow strictly all the rules and regulations of IOCL,HPCL,BPCL existing now and in force from

time to time. The aforesaid work is to be executed in consultation with M/s. IOCL/HPCL/BPCL, the transporter shall therefore have to remain in contact with authority of IOCL,HPCL,BPCL for smooth working and follow the instructions time to time.

6. The transporter will not be entitled to any detention or other charges or costs in respect of any delay in loading of FO and sealing of tankers at the storage tank or in unloading of F.O or any other type of delay or increase in the price of engine oil, lubricating oil etc, or any spare-parts of tankers.

2) DETAILS OF TRANSPORTATION OF FURNACE OIL AND DIESEL PRICE VARIATION

Sr. No	Particulars QTY.	QTY MT
1.	Transportation of Furnace Oil in tankers from refinery/terminal/installation/depot of M/s IOCL, BPCL, HPCL located at Sewree, Mumbai to GIPCL (SLPP) Plant at Village Nani Naroli, Taluka Mangrol, Dist.Surat.	6,000

Note: Transportation charges from all the above locations shall remain fix throughout the contract period; however, price variation due to variation in diesel price shall be applicable.
Bidder shall deliver Furnace Oil from above locations to GIPCL-SLPP on door delivery basis. Prices shall be inclusive of transportation, inspection, Toll charges Octroi, Stacking, Loading/unloading and any other charges etc.

The price variation formula due to price hike/reduction in diesel shall be as follows:

For every increase / decrease in diesel price by every 1 Rs/Litre (average increase/decrease in 15 days shall be considered) from Base rate of diesel, an effect of Rs. 3.3 per MT per 100 KM (one way) shall be given on pro-rata basis. Average increase/decrease in diesel price per 15 days shall be considered for price variation.

Bidders shall consider base rate for diesel Rs.79/- per Litre.

The diesel price of **IOCL petrol pump at Nani-Naroli Dist: Surat** shall be considered for price variation.

3) PRICE BID FORMAT & EVALUATION METHODOLOGY

Bidders are requested to submit their bid as per below format.

	UOM	**Quantity to be transported**	**Cut-Off Price (Minimum transportation cost)**	**Rate per MT (Rs)**
Transportation of furnace oil from **Sewree, Mumbai to GIPCL-SLPP**, Nani Naroli, Ta: Mangrol, District: Surat	**MT**	**6000 MT**	**Rs.567/- per MT**	To be filled by bidder in (n) Procure Only.

Evaluation Methodology:-

a. Price Band: - Minimum transportation cost (Cut-Off Price) shall be kept **Rs.567/- per MT**. Any bidder quoting below cut-off price in (n) procure price bid shall be disqualified.

b. If More than One Bidder will quote/offer cut-off rates : -

In case more than one bidder will quote/offer cut-off rates, seniority (L1) shall be decided considering following criteria as per ascending merit (if it fulfills first criteria, then ranking is done based on it and if there is tie on first criteria, then only we may go for second criteria for determining L1 and so on):

1. Maximum number of owned Tankers (TTs) offered. TTs must be in the name of Company/Proprietor/partners. The Date of Manufacture of the TT shall not be older/prior to 01/04/2010.
2. Average age of the fleet. (Preference will be given to the fleet with less average age). For determination of age of Tankers with RC book, the date of manufacture shall be considered.
3. Maximum average turnover of last three Financial Years.
4. Even if after considering above three criteria, still more than one bidder will be L1, then order quantity may be splitted.

c. If any one bidder will offer the cut-off price mentioned in the tender in (n) code price bid, reverse auction will not be held and order will be issued to L1 bidder.

d. In case more than one bidder will quote/offer cut-off price in (n) code price bid then L1 will be decided as per clause no. b (above) and no reverse auction will be held.

e. Transportation charges shall remain fix throughout the contract period; however, price variation due to variation in diesel price shall be applicable. GST will be paid by GIPCL on reverse charge basis.

TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2020-22-01)

SECTION-E

1.0 ANNEXURE-A

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value)

B. G. No. _____Date: _

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara – 391 346, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No……for ---------- (hereinafter called "the said tender")to M/s……(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs……. (Rupees……..only) towards earnest money in lieu of cash.

2. We ……..Bank having its branch office at

……. do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees……..only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of

constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. We ……..Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs……. (Rupees……only) and shall remain in force till…….. (Date to be filled up shall be 180 days from the date of submission of Bid).

Date…….

…… Bank
Corporate Seal of the Bank By its constitutional Attorney
Signature of duly Authorized person

On behalf of the Bank

With Seal & Signature code

2.0 ANNEXURE-B

PROFORMA FOR CONTRACT SECURITY-CUM-PERFORMANCE GUARANTEE BY SELLER / CONTRACTOR.

(To be executed on non-judicial stamped paper of approximate value)

B. G. No. _____Date: _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. ……../ has placed a purchase order on M/s……(hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for ……..on the terms and conditions as set out inter alia, in the Company"s contract No./ P.O.No……..date ……and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

   AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for ….% (…….percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."

2. We ……Bank having its branch office at ……..……..do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the

amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. ……(Rupees……only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

6. We ……Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs……..(Rupees……only) and shall remain in force till..……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this

guarantee.

Date…….

Corporate Seal of the Bank

……Bank

By its constitutional Attorney
Signature of duly Authorized person

On behalf of the Bank

With Seal & Signature code

3.0 ANNEXURE-C, Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

All the deviations from the terms & conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION
COMPANY SEAL				
SIGNATURE-----				
NAME-------				
DESIGNATION---				
COMPANY----				
DATE ----				

The bidder here by certifies that the above mentioned are the only deviations from OWNER's Tender enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's Tender Document, then the latter shall govern and will be binding on the BIDDER for quoted price.

4.0 ANNEXURE- D

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

I _____ on behalf of ……Name of Party/Company……..hereby confirm, agree and undertake that all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of works at the site during the period of the Contract, if awarded to me.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (√) whichever is correct option

I _____ on behalf of ……Name of Party/Company……..hereby confirm that I /We have

a. Not invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three(03) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

Please Tick( )

OR

b. Invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three(03) years.

Please Tick( )

If **"b"** is applicable, please submit the details for the same.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

5.0 ANNEXURE- E

PRE QUALIFICATION CRITERIA AND PARTIULARS OF BIDDERS

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	Name of Proprietor/ Partners/ Directors	
3.	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
4.	Contact Details: Contact Person Name Telephone No. : Mobile No.:	
5.	Year of establishment PAN No. GST No	
6.	Status of the tenderer Firm (Proprietor /Limited Company/Partnership etc)	
7.	Bidder should possess minimum **Three years of experience** during last five years in transportation of Petroleum Products and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value/Quantity & Executed value/Quantity. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.	
8.	Bidder should produce evidence of successful completed similar works as defined hereunder during last **Five Years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work orders as under: **One similar completed/executed work (for transportation of petroleum products) each having executed Quantity minimum 80 % of total contract quantity i.e. 4800 MT each.** **OR**	

9.	**Two similar completed/executed works (for transportation of petroleum products) each having executed Quantity minimum 50 % of total contract quantity i.e. 3000 MT each** **OR** **Three similar completed/executed works (for transportation of petroleum products) each having executed Quantity minimum 40 % of total contract quantity i.e. 2400 MT each.** Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.	
10.	Tender fee: The tender fee shall be accompanied in form of Demand Draft/RTGS.	
11.	EMD: **The EMD** shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause	
12.	Bidder has to submit INCOME TAX Permanent Account Number (PAN), GST No. of the firm. Copies of the same shall be submitted	
13.	Bidder should have minimum average turnover of Rs. 1.0 Core per annum during last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.	
14.	Bidder must have minimum Eight (08) tankers registered on their name. Bidder has to submit Registration certificates of minimum 08 tankers owned by him. Bidder shall submit the list of fleet of vehicles along with required documents (Section-E, Annexure-F duly signed & stamped) owned by them. The Date of Manufacture of the tankers (As mentioned in RC book) shall not be older/prior to 01/04/2010 and should be BS-III or higher model. All offered TTs should have RC Book (Form 23) /Certificate of registration (form 23A). Attested copies of Registration Certificates (RC Book, Insurance Certificate, Fitness and Calibration Certificate) for each of the TTs offered shall be submitted.	
15.	The net worth of the bidder should be positive as evidenced from audited accounts of last financial year	
16.	In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender	

17.	If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.	
18.	Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.	
19.	Bidder has to submit Deviation sheet duly signed and stamped. If there is no deviation with respect to tender, to be submitted with NIL deviation	
20.	All the tender documents shall be submitted with sign and stamp on each & every page	

(Note: - Bidders are requested to provide all the details mentioned above with relevant documents duly sign & stamp)

Undertaking

I/ We confirm that the information furnished above are true and open for verification at any time.

COMPANY SEAL

SIGNATURE ……

NAME ……

DESIGNATION ……..

COMPANY ……

DATE ……..

6.0 ANNEXURE- F

PARTICULARS OF TANK TRUCKS OFFERED

Sr. No.	RC Book details	Manufacturing Date of TTs	Age of TT offered (in days) from date of mfg. till closing date of tender	Engine No.	Chassis No.	Capacity of TT in MT	Name of TT Owner

Notes:-

1) All the offered TTs must be in the name of Company/Proprietor/partners.
2) The Date of Manufacture of the offered TT (As mentioned in RC book) shall not be older/prior to 01/04/2010.
3) Attested copies of Registration Certificates (RC Book, Insurance Certificate, Fitness and Calibration Certificate for each of the offered TTs shall be submitted along with above details.

COMPANY SEAL

SIGNATURE ……

NAME ……

DESIGNATION ……..

COMPANY ……

DATE ……..

7.0 ANNEXURE- G

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/TENDER FEE

1. For making online payment, first go to the website: www.gipcl.com

2. Then, click on the caption/link as can see like:

   "Click here for Making Online Payment of EMD/SD, Advance for Ash, DM water etc."
   (The link is visible as horizontal highlighted below Tenders - News & Update Section.)

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on " Payment Form" given below the sign in option.

4. After clicking the "Payment Form", the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

   If the some required fields are not known/available, vendor may write "Not Available" and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

   Optional Note: Although mentioned as above can be proceeded with "Not available", It will be appreciated that regular vendors may obtain the party code, so that the vendor can be identified. The same party code may be used for future transactions also. After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway. By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be submitted with technical bid.

   Important Note: Please note that for making online payment through the above gateway, the charges* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

Payment Mode	**Charges**
Net Banking	Rs.9 + GST
Debit Card	NIL
Credit Card	0.75% + GST
International Card	3.00% + GST
UPI	NIL